MICROFILM

START OF ROLL

ROLL NO.5

Construction Contracts

Continued with Contract #605

CONTRACT #605

CONTINUED

PACIFIC OCEAN

T. 27 S.

T. 28 S.

Randolph

Prosper

Parkersburg

BANDON

Coquille Point

T. 28 S.

T. 29 S.

T. 27 S.
T. 28 S.
Riverton
Parkersburg
COQUILLE RIVER
Offield Cr.
Alder Cr.
Pulaski Cr.
Lamprey Cr.
R. 14 W.
R. 13 W.
T. 28 S.
T. 29 S.
OREGON STATE HIGHWAY DEPAR
COQUILLE-BANDON SECT
COAST HIGHWAY - COOS COUNT
FED. AID PROJ. No. 82
Scale 1 in. = 1 mile
July, 1922

OREGON STATE HIGHWAY DEPARTMENT

COQUILLE-BANDON SECTION

COAST HIGHWAY - COOS COUNTY

FED. AID PROJ. No. 82

Scale 1 in. = 1 mile July, 1922

OREGON STATE HIGHWAY DEPARTMENT

COQUILLE-BANDON SECTION

COAST HIGHWAY - COOS COUNTY

FED. AID PROJ. No. 82

20 Ft. Roadbed

State Oregon

Project No. [illegible]
(Not to be filled in)

Form P R 26
Bureau of Public Roads
U. S. Dept. of Agri.

C E R T I F I C A T E

That the road embraced in project statements will be a part of 7 per cent system of Federal Aid highways.

(Date) July 25, 1922

THE SECRETARY OF AGRICULTURE,
Washington, D. C.

Sir:

Certification is hereby made that, by every reasonable prospect, the road for which this project statement is submitted will be a part of the system of primary or interstate and secondary or intercounty highways to be selected under the provisions of Section 6 of the Federal Highway Act, approved November 9, 1921, and that it will be included in said system as a secondary highway.
(State whether primary or secondary)

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By [signature]
Chairman
(Title of officer)

By [signature]
Commissioner
(Title of officer)

By .....
Commissioner
(Title of officer)

(Note: This certificate should be executed in the same manner as now provided in State law for the execution of project agreements.)

STATE Oregon

PROJECT NO. 82
(Not to be filled in.)

FORM P R 1
BUREAU OF PUBLIC ROADS
U. S. DEPT. OF AGR.

Grading Section not in this Copy

PROJECT STATEMENT

AS REQUIRED BY

FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916, AND AMENDED BY ACT APPROVED FEBRUARY 28, 1919.

(Date) July 6, 1922

THE SECRETARY OF AGRICULTURE,
Washington, D. C

SIR:

The State of Oregon, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat. 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder,

does hereby submit by its State Highway Commission constituting the State Highway Department of said State, this project statement for the rural post road herein described, which it is proposed to construct under the provisions of said Act and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Act. The work

will be done under the direct supervision of the State Highway Department under authority of

Chapt er 21, Laws of 1920
(Cite statutes and resolutions or orders giving Highway Department jurisdiction.)

, in strict conformity to the provisions of the said Act and to said

Rules and Regulations. After construction of the said road it will be properly maintained by State Highway Department assumes responsibility for maintenance

1. Local name of road Parkersburg Section of Coast Highway
2. Located between Bandon and Coquille, County of Coos
3. Points of beginning and ending From a point 1.45 miles West of Bear Creek to a point 3.3 miles East of Bear Creek
4. Length in miles (gross) 4.75 (net) 4.75

NOTE.—In preparing the Project Statement attention is directed to the Rules and Regulations. In all cases a sketch plan shall accompany statement.

8—4256

5. Miles of project used as post route _____; miles not used as post route _____

6. If a major portion of the project is not a post route, or if the project is not a "connecting link," give the facts showing the general status along the entire project as follows: Whether the country is thickly or sparsely settled; if the latter, the probability of increased settlement; the purposes for which the contiguous lands are used, their fertility and general character; whether desired for and capable of more intensive development; and such further facts as will tend to show the general character of the community in which the road is located and the need for and desirability of constructing or improving the same.

(Use additional sheets, if necessary, and indicate the sections referred to by same letters as on sketch map.)

7. Places on the project having a population of 2,500 or more as shown by the latest Federal census and mileage of each none

8. Tolls collected on roads or bridges on this project, if any none

9. Is project part of State's five-year program heretofore submitted? no

10. Purpose project will serve and relation it bears to the road system of the State. (See Reg. 3, Sec. 1, and Reg. 4, Sec. 1.) Link in Coast Highway

11. Improved roads adjacent or contiguous and type of each Earth Gravel Road on South

Unimproved road on East

(Give distinguishing marks to identify on sketch map.)

12. Through traffic, approximate average daily number of (*a*) trucks 2, (*b*) passenger motor vehicles 40, and (*c*) horse-drawn vehicles 10

13. Local traffic, approximate average daily number of (*a*) trucks 10, (*b*) passenger motor vehicles 200, and (*c*) horse-drawn vehicles 20

14. Description and present condition of traveled way Dirt Road . Very crooked

15. Proposed width of surfacing 18; feet between ditches 20; approximate maximum gradient 8 per cent.

16. Proposed type of construction Grading and Surfacing

17. Location, nature, and extent of deposits of local materials suitable for use on this project

Gravel or Rock can be secured by barge or scow from Coquille River

(Where practicable show by distinguishing marks on sketch map.)

18. Location and length of each bridge to be built or rebuilt requiring a length of more than 20 feet

Sta. 155. Approximately 60' Bridge

(Designate each by the same distinguishing marks as on sketch map.)

19. State's share of cost of construction will be provided by State

(State or (and) county.)

20. Amount of funds which are / will be available for construction: (a) State $70,298.00 and any additional amounts required. Sale of bonds authorized

RESOLUTION

In view of the fact that the State Highway Commission was authorized by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways;

IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 237 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties for which a suitable contract will be entered into, will be sufficient to maintain all state roads constructed by the State Highway Commission or jointly by the Commission and the Federal Department of Agriculture, as provided for in the Federal Aid Road Act; and

BE IT RESOLVED, that the state assumes responsibility to the Federal Government for the proper maintenance of all highways constructed in cooperation with the Federal Government under any federal act providing for cooperative road construction, the state to make whatever arrangements with the various counties it may deem necessary to meet this obligation in accordance with the laws of the State of Oregon and the Federal Aid Road Act, and any other Federal Law that may have been, or may be, enacted to further road improvement in the State of Oregon.

I, Roy A. Klein, duly appointed Secretary for the Oregon State Highway Commission, hereby certify that the above resolution

(Where practicable show by distinguishing marks on sketch map.)

18. Location and length of each bridge to be built or rebuilt requiring a length of more than 20 feet

Sta. 4153. Approximately 60' Bridge

(Designate each by the same distinguishing marks as on sketch map.)

19. State's share of cost of construction will be provided by **State**

(State or (and) county.)

20. Amount of funds which are / will be available for construction: (a) State **$70,000.00 and any additional amounts required. Sale of bonds authorized**

RESOLUTION

In view of the fact that the State Highway Commission was authorized by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways;

IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 237 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties for which a suitable contract will be entered into, will be sufficient to maintain all state roads constructed by the State Highway Commission or jointly by the Commission and the Federal Department of Agriculture, as provided for in the Federal Aid Road Act; and

BE IT RESOLVED, that the state assumes responsibility to the Federal Government for the proper maintenance of all highways constructed in cooperation with the Federal Government under any federal act providing for cooperative road construction, the state to make whatever arrangements with the various counties it may deem necessary to meet this obligation in accordance with the laws of the State of Oregon and the Federal Aid Road Act, and any other Federal Law that may have been, or may be, enacted to further road improvement in the State of Oregon.

I, Roy A. Klein, duly appointed Secretary for the Oregon State Highway Commission, hereby certify that the above resolution was unanimously adopted by the Oregon State Highway Commission, at its regular meeting held at Salem, Oregon, on August 7, 1917, all members being present and voting, and at a special meeting held in Portland on September 25, 1917, a majority being present and voting, when an amendment was made to the original resolution to make it read as above.

Roy A. Klein

Secretary.

21. Funds for maintenance to be provided by State
(State or (and) county.)
from the following sources:
(Refer to statute.)

22. List of certified copies of resolutions or orders, if any, attached hereto or previously submitted, by State Highway Department respecting the State funds which are or will be available for construction

23. List of attached or previously submitted certified copies of resolutions or orders by the county or other local subdivision of the State respecting the funds which are or will be available for construction and maintenance. (See Sec. 5, Reg. 4)

24. List of forms of the contract and of the contractor's bond attached hereto or previously submitted and proposed to be used in connection with this project State Highway Department standard forms of Contract and bond

25. Reconnaissance estimate of cost of project:

Made by ..... Date ....., 19....

Approximate Quantity.	Unit.	Item.	Price.		Amount.	
	Cu. yds.	Excavation, ...% rock				
	Sq. yds.	Surfacing of				
110,000	cu.yds	Common Excavation		30	33,000	00
10,000	cu.yds	Intermediate Excavation		45	4,100	00
3,500	cu.yds	Solid Rock Excavation	1	00	3,500	00
73,000	Sta.Yds	Overhaul		05	3,650	00
		Structures of 20′ span or under				
Sta.	153	Structures over 20′ span			3,000	00
		Other items				
810	Lin.ft.	18" Culvert Pipe	2	00	1,620	00
410	" "	24" " "	3	00	1,230	00
240	" "	36" " "	5	00	1,200	00
1,200	" "	6" Drain Tile		40	480	00
300	cu.yds	Rip Rap	3	00	900	00
10,000	" "	Surfacing	3	00	30,000	00
1,000	" "	Filler		50	500	00

Length, 4.75 miles.
Cost, $ 20,189.05 per mile.

Subtotal	$ 87,100	00
10% Engineering and Contingencies	8,718	00
Total	95,898	00

This estimate approved by:

S. H. Probert

(Title) Office Engineer

26. Amount of Federal aid desired 25,000.00
(State in lump sum or percentage, but not both.)

8—4366

June 30th, 1922

Mr. W.E.Chandler
Division Engineer
~~Sho-Bebbee~~, Oregon
Marshfield,

PRE 2

Dear Sir:-

It has been decided to request Federal Aid in connection with the grading of the Coquille-Bandon Section of the Coast Highway. This will make it necessary to submit to the government, complete plans for the entire project and will eleminate the possibility of calling for bids upon any parts of same at the next State Highway letting.

Would suggest that you make arrangements to proceed at once with the making of such surveys as may be necessary in order that complete maps may be furnished to the Bureau of Public Roads at the earliest possible time.

We are inclosing, herewith, a Project Statement form which you will please fill out and return to us for immediate submission to the Bureau. The Federal Aid Project will cover grading and bridge construction only. To accompany the Project Statement please furnish us with small scale sketch map showing the proposed location with the beginning a d the ending of the project.

Very truly yours,

HERBERT NUNN
State Highway Engineer

By

Office Engineer

HHP:VLB

CONTRACT #607, 632, 732,
735,

PR 88 Tygh Valley Sec. 1922-1925

607, 630. 632, 732, 735

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No. .....

POST OFFICE BUILDING,
PORTLAND, OREG.

October 3, 1925.

PR 88

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

We are returning herewith final voucher for Oregon 88, for corrections as follows:

Class A concrete should be reduced to 87.51 cu. yds., and metal reinforcement reduced to 5731 lbs., these being the quantities for the reinforced concrete culverts at Sta.640/12 and 622/30.

The structures at Station 437/68 and at 569/40, being cattle passes, are not eligible for Federal aid for more than the cost of structures which would meet drainage requirements at these points.

Under "F" it is not clear whether the item $4761.33 is cost of engineering. This should be clearly indicated.

Very truly yours,

C. H. PURCELL, District Engineer,

By T. M. Davis
Acting.

Enclosure

September 23, 1926.

Mr. Lewis A. MacArthur,
Pacific Light & Power Co.,
Gasco Building,
Portland, Oregon.

Dear Sir:

In accordance with the request made by 'phone this morning, we are sending to you, herewith, a list of the bench marks shown on the final construction profiles for the section of The Dalles-California Highway between Dufur and Tygh Valley.

No bench marks were shown on these profiles for the portion of the section which is between Station 688 and Station 975.

Mr. P. P. Whitmore was resident engineer on that portion of the work between Dufur and Station 979, and Mr. J. E. Peck was resident engineer on that portion south of Station 979. Mr. Whitmore's present address is Condon, Oregon, and Mr. Peck's address is Unity, Oregon.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Prebert
Office Engineer.

SHP:AP
Encl.

#632-3302 pg 88

September 23, 1925.

Mr. Sam A. Kozer,
Secretary of State,
B u i l d i n g.

Attention Mr. E. J. Ha s, Filing Division.

Dear Sir:

We wish to acknowledge receipt of your letter of the 21st inst. enclosing three copies of notice of claim of E. I. Du Pont De Nemours & Company against Elliott, Scoggin & Paquet, it being their claim in amount $2,729.17 for material furnished in connection with the const uction of the Tygh Valley Section of The Dalles-California Highway in Wasco County.

Complying with your request we are today sending copies of this notice to the contractor and surety on his bond.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

C. N. LAUGHRIGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

September 21, 1925.

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B Glaisyer, Chief Clerk)

This is to advise that we received from Mr. C. O. Fenlason, Attorney-at-Law, Suite 407-9, United States National Bank Building, Portland, Oregon, and filed as of September 15, 1925, a notice of claim by E. I. Du Pont De Nemours & Company for materials in the sum of $2,729.17, together with interest at 6% per annum from July 17, 1924, against the bond taken from Elliott, Scoggin & Paquet as principal and the Hartford Accident and Indemnity Company as surety, for grade work on the Tygh Valley Section of The Dalles-California Highway in Wasco County, Oregon.

We are enclosing a copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract, and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Very truly yours,

FILING DIVISION,

By N. J. Sears

H. B. G.

H/L

COPY

NOTICE OF CLAIM

TO:

The STATE OF OREGON; THE OREGON STATE HIGHWAY COMMISSION, SALEM; ELLIOTT SCOGGIN & PAQUET, PORTLAND, OREGON; HARTFORD ACCIDENT AND INDEMNITY COMPANY, PORTLAND, OREGON.

NOTICE IS HEREBY GIVEN that the undersigned, the E. I. Du Pont De Nemours & Company, a corporation, has a claim for materials consisting of explosives, blasting powder, fuses and similar material in the sum of $2,729.17, with interest thereon at the rate of 6% per annum from the 17th day of July, 1924, against the bond taken from Elliott, Scoggin and Paquet, a co-partnership, as principal, and the Hartford Accident and Indemnity Company, a corporation, as surety, for the work of grading 6.0 miles of roadway in the Tygh Valley section of The Dalles-California Highway, in Wasco County, Oregon.

IN WITNESS WHEREOF, the said E. I. DU PONT DE NEMOURS & COMPANY, a corporation, has caused these presents to be signed by its manager thereunto duly authorized this 14th day of September, 1925.

E. I. DU PONT DE NEMOURS & COMPANY

BY J. F. KRAFSIC
Manager

ENDORSED:

File No. 479
Notice of Claim of E.I.Du Pont De Nemours & Company
IN RE: Contract No. 632, Project No. 696, awarded to ELLIOTT SCOGGINS & PAQUET, Feb. 7th, 1923, for grading on the Tygh Valley Section of The Dalles-California Highway, in Wasco, County, Oregon.

RECEIVED: SECRETARY OF STATE, Sep 15-1925, SAM A. KOZER

Filed: Sep 15 1925, SAM A. KOZER, Secretary of State.

PG-58

September 23, 1925.

Hartford Accident & Indemnity Co.,
c/o W. A. Lambert & Sons, Agents,
404 E. Alder Street,
Portland, Oregon.

Gentlemen:

This letter is to advise you that we have today received from the Secretary of State copies of notice of the claim of E. I. Du Pont De Nemours & Company against Elliott, Scoggin & Paquet, it being for materials furnished them in the sum of $2,723.17 in connection with their contract for the grading of the Tygh Valley Section of The Dalles-California Highway.

This notice is sent you at the request of the Secretary of State as you appear as surety on the bond furnished by the contractor in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM
Encl.

Orig-88

September 23, 1925.

Elliott, Scoggin & Paquet,
McKay Building,
Portland, Oregon.

Gentlemen:

Herewith enclosed please find copy of notice of claim which has been filed in the office of the Secretary of State against yourselves by E. I. Du Pont De Nemours & Company for materials furnished you in the sum of $2,729.17 in connection with your contract for the grading of the Tygh Valley Section of The Dalles-California Highway in Wasco County.

This notice is sent you at the request of the Secretary of State.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM
Encl.

September 15, 1925.

C. O. Fenlason,
Attorney at law,
407 U. S. National Bank Bldg.,
Portland, Oregon.

Dear Sir:

In reply to your letter of the 14th instant, with further reference to the completion dates on State Highway contracts Nos. 630 and 632, Elliott, Scoggin & Paquet, contractors, will say that the official completion dates on these two projects are as stated in your letter. On contract No. 630, this is August 26th, 1924, and on contract No. 632, this is August 10th, 1924.

The State Highway Commission take no affirmative action in connection with the acceptance of any of our state highway projects. The work is carried on under the supervision of an engineer and when the work has been completed by this engineer, it is passed on by the Division Engineer over him. No contract is considered final and no final estimate is prepared until all of the work has been done to the satisfaction of the engineers in charge. When the work has been so done a final estimate is prepared and the date is inserted on the final estimate, showing when the contract has been completed to the satisfaction of these engineers. This is the date that is considered as the completion date by this Department, and it is also considered the date by which it is accepted by the State Highway Commission.

The above mentioned final completion and acceptance date has no connection with the payments to the contractor. In the present instance, final payment was made in connection with contract No. 630 on June 11th, 1925. The final payment was made in connection with contract No. 632 on June 9th, 1925. No work was done on either of these contracts after the completion dates mentioned above.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

hbg/er

C. O. FENLASON
ATTORNEY AT LAW
SUITE 407-9 U. S. NATIONAL BANK BUILDING
PORTLAND, OREGON

Sept. 14th, 1925.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

I have for acknowledgement your favor of September 11th with the enclosed copies of the contracts requested by my letter of September 8th.

You also advised me as follows regarding the completion of the contracts let to Elliott Scoggin and Paquet:

" No. 630-Tygh Grade Section in Wasco County-- Completed August 26th, 1924.

No. 632- Tygh Valley Section in Wasco County--Completed August 10th, 1924."

Were the above contracts completed and the work accepted by the affirmative action of the State of Oregon, on the above mentioned dates? My client has the impression that the work was not accepted until some time in December of 1924. Because this matter is of considerable importance to my client, I am asking you to verify the above dates as the acceptance dates of the respective contracts, and advise me if the work was accepted by the affirmative action of the State of Oregon on the above dates or at some later time.

Thanking you for this information,

Yours truly,

C.O. Fenlason

#630- warrant in amt. #1419.09
mailed on June-11-1925

#632- warrant in amt #2293.89
mailed on June-9-1925
Records show that no work was done after these dates.

COF/c

H. B. O

September 11, 1925.

Mr. U. O. Fenlason,
Attorney at Law,
407-9 U. S. National Bank Bldg.,
Portland, Oregon.

Dear Sir:

In response to your letter of September 8th enclosing affidavits we are handing you herewith certified copies of contracts between the Oregon State Highway Commission and Elliott, Scoggin & Pagnot for the construction of the Tygh Valley and Tygh Grade Sections in Wasco County and the Ekstrom & Company contract for the construction of the Lone Pine-Tolo-aset Section in Union County.

Please be advised that the completion dates of these contracts is as follows:

No. 630 - Tygh Grade Section in Wasco County - Completed August 26th, 1924.

No. 632 - Tygh Valley Section in Wasco County - Completed August 10th, 1924.

No. 708 - Lone Pine-Tolo-aset Section in Union County - Completed October 19th, 1924.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

C. O. FENLASON
ATTORNEY AT LAW
SUITE 407-9 U. S. NATIONAL BANK BUILDING
PORTLAND, OREGON

Sept. 8th, 1925.

Oregon State Highway Commission,
Salem,
Oregon.

Gentlemen:

I am advised by my client, E. I. Du Pont De Nemours & Co., that the co-partnership of Elliot-Scoggins & Paquet entered into certain contracts with the state of Oregon to do road work on the Tygh Grade and Tygh Valley sections of the Dalles-California Highway. My client started to furnish them materials in July of 1923, and continued until July of 1924. There is still a balance due my client of $2,729.17 from these people.

My client also furnished materials to Extrom and Co., which company, I am informed, had a contract with the State of Oregon to do road work on a portion of the Old Oregon Trail Highway, in Union County, Oregon. The last of the materials were furnished, I believe, in April, 1924; and there is still a balance due my client of $1,677.47.

I would ask that you send me copies of the contracts and bonds entered into and made and furnished by the above mentioned contractors. And I wish you would also advise me of the dates of the acceptance of the above work.

Enclosed herein please find the affidavits required by section 2991 O.O. L., which I trust are in proper form.

Thanking you for your usual prompt attention,

Very truly yours,

C. O. Fenlason

MF-31A&

STATE OF OREGON,)
COUNTY OF MULTNOMAH,) ss.

I, J. F. Krafsic, being first duly sworn, depose and say that I am the resident manager of the E. I. Du Pont De Nemours & Company, a corporation, for the State of Oregon; that said company furnished materials consisting of explosives, blasting powder, fuses and similar to Extrom and Co., which company had a contract with the State of Oregon for the doing of certain work on the Old Oregon Trail Highway in Union County, Oregon; that said materials were used in the performance of said contract; that payment for said materials has not been made in full, but a large amount is still due thereon.

Further affiant sayeth not save that this affidavit is made to comply with section 2991 of Olson's Oregon Laws, so as to secure certified copies of the contract and bond made and entered into by said company relative to the aforementioned work.

J. F. Krafsic ✓

Subscribed to and sworn to before me a Notary Public for the State of Oregon this 9th day of September, 1925.

O. F. Eriksson
Notary Public for Oregon.
My Com. Expires Sept. 13th, 1925.

STATE OF OREGON,)
(ss.
COUNTY OF MULTNOMAH.)

I, J. F. Krafsic, being first duly sworn, depose and say that I am the resident manager of the E. I. Du Pont De Nemours & Company, a corporation, for the State of Oregon; that said company furnished materials consisting of explosives, blasting powder, fuses and similar material to Elliott-Scoggin & Paquet, a co-partnership, which had a contract with the State of Oregon for the doing of certain work on the Dalles-California Highway, and particularly the Tygh Grade and Tygh Valley sections thereof, so your affiant is informed; that the said materials were used in the performance of the said contract or contracts; that payment for said materials has not been made in full, but a large amount is still due thereon.

Further affiant sayeth not save that this affidavit is made to comply with section 2991 of Olson's Oregon Laws, so as to secure certified copies of the contracts and bonds made and entered into by said co-partnership relative to the aforementioned work.

J F Krafsic

Sworn and subscribed to before me a Notary Public for the State of Oregon this 9th day of September, 1925.

Notary Public for Oregon.
My Com. Expires Sept. 13, 1925

#735-350-W P988

IN RE:

ELLIOT-SCOGGIN & PAQUET

Affidavit for certified copies
of contracts and bonds.

#735-330-W 9988

August 27, 1925.

Fidelity & Deposit Company of Maryland,
Clarence D. Porter, Agent,
Cosco Building,
Portland, Oregon.

Gentlemen:

Please be advised that it is the intention of the State Highway Commission to make final payment to Lyon & Price on contract No. 735 for the construction of Unit 2, Dufur-White River Section of The Dalles-California Highway in Wasco County.

Kindly acknowledge receipt of this letter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Claiayer,
Chief Clerk.

Dict. by J. McFarland.

0988

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No.-----

POST OFFICE BUILDING,
PORTLAND, OREG.

June 9, 1925.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Receipt is acknowledged of intermediate voucher No.9 for Oregon Federal aid project No.88, T,gh Valley Section of The Dalles-California Highway.

The following errors on this voucher were corrected before forwarding for payment:

Date of execution of project agreement changed from June 8, 1925 to June 8, 1923.

Under "For the Period from", date changed to read January 11, 1925 instead of January 10, 1925.

This information is given so that you may correct your file copy of this voucher.

Very truly yours,

C. H. PURCELL, District Engineer,

By [signature]
Acting.

99-88
44-1
99-9

June 3, 1925.

Bates, Lively & Pearson,
General Insurance Agents,
300-309 Yeon Building,
Portland, Oregon.

Attention Mr. E. L. Caffyn.

Gentlemen:

In reply to your letter of the 30th ult. with further reference to final payment to Elliott, Scoggin & Paquet, will say that final payment has not yet been made due to the fact that an attachment which has been filed against same which is in the amount of $2,922.23 and costs, has not been released.

In connection with contract No. 630 there is still due the contractors the sum of $1,419.09. In connection with contract No. 632 the amount still due the contractors is $2,293.89.

Very truly yours,

HOY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:MH

BATES, LIVELY & PEARSON
GENERAL INSURANCE AGENTS
300-309 YEON BUILDING
PORTLAND, OREGON

PAUL C BATES
H V LIVELY
W E PEARSON

May 28, 1925.

GENERAL AGENTS FOR

AETNA LIFE INSURANCE CO.
OF HARTFORD, CONN.
ACCIDENT AND HEALTH
COMPENSATION
LIABILITY
LIFE

AETNA CASUALTY & SURETY CO.
OF HARTFORD, CONN
FIDELITY AND SURETY
SPRINKLER LEAKAGE
PLATE GLASS
AUTOMOBILE
BURGLARY

THE AUTOMOBILE INSURANCE CO.
OF HARTFORD, CONN.
AUTOMOBILE INSURANCE
PERSONAL EFFECTS
PARCEL POST
MARINE
FIRE

CITY OF NEW YORK INSURANCE CO
OF NEW YORK
AUTOMOBILE
FIRE

CENTURY INSURANCE CO., LTD.
OF EDINBURGH, SCOTLAND
FIRE

HARTFORD STEAM BOILER
INSPECTION & INSURANCE CO.
STEAM BOILERS
ELECTRICAL
FLY WHEEL
ENGINE

Mr. Roy Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

A few weeks ago the writer called upon you with a view of ascertaining the amount of final payment due Elliott, Scoggin & Paquet upon Highway work completed by them and upon which the Bank of Kenton has filed a lien. At the time I spoke to your Chief Clerk she informed me that they were still holding up the final payment awaiting the adjustment of suit.

Will you kindly advise us as to whether or not the final payment has been made to this firm?

Thanking you in advance, we remain

Very truly yours,

BATES, LIVELY & PEARSON,

By

KLG/m

attachment $2922.23 Contr.

Money Earned
Con. 630 - $1419.09
632 - 1293.89
$3712.98

FORM 8A 8687C0 1000-12-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. [illegible]LONE, CORVALLIS
} COMMISSIONERS

PR-88

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

IN YOUR REPLY PLEASE
REFER TO FILE No.....

The Dalles, Oregon
May 6, 1925

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Attention: S. H. Probert

Dear Sir:

Referring to your letter of April 21st as to why the voucher covering final payment to Lyon & Price in connection with the surfacing of Unit 2 Dufur-White River Section, enclosed please find letter from the contractors received today, which is self-explanatory.

I do not think a "talk" for additional pay for maintenance material will change my opinion.

Yours very truly,

C. W. Wanzer

C. W. Wanzer
Division Engineer

CWW-vc
encl.

MAY 7 '25
CARL F. SMITH

Maupin, Oregon, May 4, 1925.

Mr. C. W. Wanzer, Div. Engr.,
The Dalles, Oregon.

Dear Sir:

Replying to your letter of April 28th in regard to voucher covering final payment on the surfacing of Unit No. 2 of the Dufur-White River section. We have not returned this voucher because we wanted to talk over with you the matter of additional pay for the maintenance rock.

We realize that we should not have let this drag along this way and about the only reason that we can give for not having taken some action is the writer's habit of procastinating. However, he will try to arrange to call on you soon and have a talk with you in regard to it.

We hope that your delay in this matter is not causing any one any inconvenience.

Yours very truly,

LYON & PRICE

By G. D. Lyon
G. D. Lyon

April 21, 1925.

Mr. C. W. Wanzer,
Division Engineer,
The Dalles, Oregon.

Dear Sir:

It has come to our attention that Contractors, Lyon & Price, have not yet accepted, or returned for payment, voucher covering final payment in connection with the surfacing of Unit No. 2 of the Dufur-White River Section. This voucher was mailed out to them on February 2nd.

If you have any knowledge as to why this final estimate has not been accepted, please advise us.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

SHP L

May 1, 1925.

Mr. C. W. Wanzer,
Division Engineer,
The Dalles, Oregon.

Attention Mr. H. N. Hackett.

Dear Sir:

In reply to your letter of the 30th ult. regarding the claims against Elliott, Scoggin & Paquet, will say that in connection with these particular contractors, as well as in connection with any contractor on state highway work, it is our practice to always refer the claimant to the surety on the bond furnished by the contractor. The bond was furnished by the contractor for the purpose of protecting labor and material claims and any just debts, dues and demands against the contractor, and we do not feel that we are in a position to pass upon claims that may be filed.

It is our practice to inform the claimants that they have one year from the date of completion of the contract in which to file their claim with the Secretary of State in order to hold the surety company equally responsible for their claim as the contractor. This is in conformance with Section 2991, Oregon laws, mimeographed copy of which is enclosed herewith.

We also inform them that in the event they cannot secure satisfaction from the surety company they still have recourse to action in the courts.

It might be further stated that a record is kept of all claims that come to our knowledge in connection with any contract. However, in some instances our records are far from complete.

We trust that we have answered your inquiry satisfactorily. If not, kindly so advise.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Gleisyer,
Chief Clerk.

HBG:LM

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

IN YOUR REPLY PLEASE
REFER TO FILE NO.

The Dalles, Oregon
April 30, 1925

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

I have had inquiries concerning the bondsmen on Elliott, Scoggin & Paquet contracts No. 630 and 632, grading Tygh Grade and Tygh Valley sections of The Dalles-California highway.

There are still some outstanding accounts which remain unpaid and for which accounts, the parties concerned have applied here for information and advice.

I have been pretty much at a loss as to who to refer them to, the bondsmen direct or to yourself, or the Commission.

Please advise me as to your idea in this matter, so that these accounts may be taken care of in the most expedient and efficient way.

Yours very truly,

C. W. Wanzer
Division Engineer

By H. N. Hunt
Office Engineer

HNH-VC

H B. C.

Cog-88

April 10, 1925.

Lang & Company,
Portland, Oregon.

Attention Mr. F. A. Dudley, Credit Dept.

Gentlemen:

In reply to your letter of the 9th inst. regarding payments to Elliott, Scoggin & Paquet in connection with their contract for the construction of the Tygh Grade and Tygh Valley Sections of the Dalles-California Highway, will say that final payment has not yet been made in either instance.

Payments are ready to be made but are being held up on account of attachments. The final payment on the Tygh Grade Section amounts to $1,419.09, that in connection with the Tygh Valley Section amounts to $2,293.89.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:IM

CREDIT DEPARTMENT

Lang & Co.

WHOLESALE GROCERS

COFFEE ROASTERS MANUFACTURERS
TOBACCONISTS

Portland, Oregon

Apr. 9, 1925.

State Highway Commission,
Salem,
Oregon.

Dear Sirs:-

Will you kindly advise us if Elliott, Scoggin & Paquet contractors on the Tygh Grade Section and the Tygh Valley section of The Dalles California Highway, have yet had final payment on that contract? In November 1924 you advised us that they had approximately $18,000.00 still coming. Our account for work on this contract has not yet been paid, and this firm advises us that their money has not yet been received from the state. We enclose a stamped envelope for your reply and thank you in advance for your courtesy.

Yours very truly,

F. A. Dudley
Credit Department.

FAD.

#632 - Tygh Grade - Final = $1419.09 }
#632 - Tygh Valley - Final = $2293.84 } Both payments held on retainment.

H. B. G.

March 31, 1925.

Hartford Accident & Indemnity Company,
A. W. Lambert & Son, Agents,
404 East Alder Street,
Portland, Oregon.

Gentlemen:

Please be advised that it is the intention of the State Highway Commission to make final payment to Elliott, Seegmin & Paquet on contract No. 452, for the construction of the Tygh Valley Section of The Dalles-California Highway in Wasco County. This payment will be made on or after April 10th, 1925.

Kindly acknowledge receipt of this letter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Olmsyer,
Chief Clerk.

Dict. by J. McFarland.

Pg 88

March 31, 1925.

Hartford Accident & Indemnity Company,
A. W. Lambert & Son, Agents,
404 East Alder Street,
Portland, Oregon.

Gentlemen:

Please be advised that it is the intention of the State Highway Commission to make final payment to Elliott, Scoggin & Paquet on contract No. 632, for the construction of the Tygh Valley Section of The Dalles-California Highway in Wasco County. This payment will be made on or after April 10th, 1925.

Kindly acknowledge receipt of this letter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

March 23, 1926.

Members of Highway Commission.

Gentlemen:

I have personally made a careful examination on the ground of the classification on the Tygh Grade and Tygh Valley grading projects, on which the contractors, Elliott, Scoggin & Paquet, are asking for revised classification.

I can find no justification for an increase over that allowed by the Resident Engineer and approved by the Division Engineer. In fact, it appears to me that the classification given is quite liberal and, at least, the contractors have been given the benefit of any doubt. Therefore, I recommend that the claim be rejected.

Very truly yours,

State Highway Engineer.

BAF:HI

cc C. W. Wanser

99-88

March 7, 1925.

Hartford Accident & Indemnity Company,
c/o A. W. Lambert & Son,
404 E. Alder Street,
Portland, Oregon.

Gentlemen:

Enclosed herewith please find copy of amended notice of claim of Lang & Company against Elliott, Seoggin & Paquet, being for supplies and provisions furnished them in the sum of $928.15 in connection with their contract for the grading of the Tygh Valley Section of The Dalles-California Highway.

This notice is forwarded to you at the request of the Secretary of State as you appear as surety on the bond furnished by the above mentioned contractors in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

cc. Elliott, Seoggin & Paquet, McKay Building, Portland, Oregon.

#632 - 3525 0988

March 7, 1925.

Mr. Sam A. Koser,
Secretary of State,
B u i l d i n g.

Dear Sir;

Receipt is acknowledged of your letter of the 6th inst. enclosing three copies of amended notice of claim of Lang & Company against Elliott, Scoggin & Paquet in connection with their contract for the grading of the Tygh Valley Section of The Dalles-California Highway.

Complying with your request we are today forwarding copies of this notice to the contractor and surety company.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Gleisner,
Chief Clerk.

HBG:LM

C. N. LAUGHRIGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

March 6, 1925.

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received and filed as of this date an amended notice of claim by Lang & Co. for material, supplies and provisions furnished in the sum of $928.15 against the bond taken from Elliott, Scoggin & Paquet as principals and the Hartford Accident & Indemnity Co. as surety, for the work of grading six miles of the Tygh Valley Section in Wasco County, on The Dalles California Highway, project No. 696, contract No. 632.

We are enclosing a copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

FILING DIVISION,

By M. J. Haas

B.

ANSWERED
H. B. G.

COPY

Credit Department

LANG & CO.

Wholesale Grocers
Coffe Roasters - Manufacturers
Tobacconists

Portland, Oregon

Mar.4,1925.

Mr. Sam Kozer, Secretary of State,

Salem,

Oregon.

Dear Sir:-

Notice is hereby given that the undersigned Lang & Co., a corporation duly and regularly organized and existing under/and by virtue of the laws of the State of Oregon, has a claim for material, supplies and provisions furnished in the sum of $928.15 against the bond taken from Elliott, Scoggin & Paquet, as principals, and the Hartford Accident & Indemnity Co. as surety, for the following described work to wit:

Six miles of grading on the Tygh Valley Section in Wasco County, on The Dalles California Highway, listed as project #696, contract #632, date of award Feb. 7, 1923.

Yours truly,

LANG & CO.

By I. Lang
President

By Henry Lang
Secretary.

FAD.

ENDORSED:
File No. 464
Filed Mar 6 - 1925, SAM A. KOZER, Secretary of State.

March 4, 1925.

Hartford Accident & Indemnity Company,
A. W. Lambert & Son, Agents,
404 E. Alder Street,
Portland, Oregon.

Gentlemen;

Herewith enclosed please find a copy of the notice of the claim of Lang & Company, wholesale grocers of Portland, Oregon, against Elliott, Scoggin & Paquet, contractors for the construction of the Tygh Valley Section of The Dalles-California Highway in Wasco County, State Highway contract #233. This claim in amount of $928.15 is for supplies and provisions furnished to the contractors in connection with this work.

This notice is being forwarded to you at the request of the Secretary of State as you appear as surety on the bond furnished by the contractors in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:ER

enclosure

CC to Elliott, Scoggin & Paquet, McKay Bldg., Portland, Oregon.

March 4, 1925.

Mr. Sam A. Kozer,
Secretary of State,
B u i l d i n g.

Dear Sir:

Receipt is acknowledged of your letter of the 3rd instant, enclosing three copies of the notice of the claim of Lang & Company against Elliott, Scoggin & Paquet in connection with their contract for the grading of the Tygh Valley Section of The Dalles-California Highway in Wasco County, which claim is for supplies and provisions furnished in the sum of $928.15.

Complying with your request, we are today forwarding copies of this notice to the contractor and surety on the bond furnished by him in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:ER

C. N. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

09-88

RECEIVED
MAR 4 1925

March 3, 1925.

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received and filed as of this date a notice of claim by Lang & Co. for material, supplies and provisions furnished in the sum of $928.15 against the bond taken by Elliott, Scoggin & Paquet, principals, and the Hartford Accident & Indemnity Co., surety, for grading on the Tygh Valley Section in Wasco County, on The Dalles California Highway, project No. 696, contract No. 632.

We are enclosing a copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

FILING DIVISION,

By M. J. Lang

ACKNOWLEDGED
H. B. G.

B.

COPY

Established 1883 Credit Department

LANG & CO.

Wholesale Grocers
Coffee Roasters Manufacturers
Tobacconists

Portland, Oregon

Mar. 2, 1925.

Mr. Sam Kozer, Secretary of State,

Salem,

Oregon.

Dear Sir:-

Notice is hereby given that the undersigned Lang & Co, a corporation duly and regularly organized and existing under and by virtue of the laws of the State of Oregon, has a claim for material, supplies and provisions furnished in the sum of $928.15 against the bond taken by Elliott, Scoggin & Paquet, as principals, and the Hartford Accident & Indemnity Co. as surety, for the following described work to wit:

Six miles of grading on the Tygh Valley Section in Wasco County, on The Dalles California Highway, listed as project #696, contract #632, date of award Feb. 7, 1923.

Yours truly,

F. A. Dudley

Lang & Co.

FAD.

ENDORSED:
File No. 463
Filed Mar 3-1925, SAM A. KOZER, Secretary of State.

March 3rd, 1925.

Lang & Company,
Wholesale Grocers,
Portland, Oregon.

Attention Mr. F. A. Dudley, Credit Department

Dear Sir:

This letter is to acknowledge the receipt of yours of the 2nd instant, advising us of your claim in amount of $928.15 against Elliott, Scoggin & Paquet, being for provisions and supplies furnished to them in connection with their contract for the construction of the Tygh Valley Section of The Dalles-California Highway in Wasco County, our contract #6[illegible]. We are at a loss to know just what you desire us to do with this notice, but are placing it on file pending further advise from you.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:MR

Lang & Co.

CREDIT DEPARTMENT

WHOLESALE GROCERS

COFFEE ROASTERS MANUFACTURERS
TOBACCONISTS

Portland, Oregon

Mar.2,1925.

The Oregon State Highway Commission,
Salem,
Oregon.

Dear Sirs:-

Notice is hereby given that the undersigned, Lang & Co. a corporation duly and regularly organized and existing under and by virtue of the laws of the State of Oregon, has a claim for material, sup plies and provisions furnished in the sum of $928.15 against the bond taken by Elliott, Scoggin & Paquet as principals, and the Hartford Accident & Indemnity Co. as surety, for the following described work to wit:

Six miles of grading on the Tygh Valley Section in Wasco County, on The Dalles California Highway, listed as project #696, contract #632, date of award Feb.7,1923.

Yours truly,
F. A. Stuhlmann
Lang & Co.

FAD.

ANSWERED
H R C

#632-33 P.W.
CC
CC
CC

Lang & Co.

CREDIT DEPARTMENT

WHOLESALE GROCERS

COFFEE ROASTERS MANUFACTURERS
TOBACCONISTS

Portland, Oregon

Feb. 24, 1925.

RECEIVED
FEB 25 1925

Oregon State Highway Commission,
Salem,
Oregon.

Dear Sirs:-

We enclose herewith affidavit setting forth that the firm of Elliott, Scoggin & Paquet is indebted to us in the sum of $405.32 for merchandise purchased while working on the road contract near Maupin and Tygh Valley, Oregon.

We ask that you kindly send us a copy of the contract and a copy of the bond so that we may give proper notification to the sureties.

Thanking you, we are

Yours truly,
F. A. Dudley
Credit Department.

FAD.

H B. G.

Portland, Ore.

Feb.24,1925.

I, P.L.Bishop, being first duly sworn, do hereby make affidavit and say that I am the CreditManager of the firm of Lang & Co., wholesale grocers, Portland, Oregon, and as such have personal knowledge of the books of Lang & Co.; that there is justly due Lang & Co. the sum of $405.32 from the firm of Elliott Scoggins & Paquet, contractors, for merchandise purchased and used on the road contract done by the said firm near Maupin and Tygh Valley, Oregon; that no payments have been made thereon except as stated and that there is no just counter claims to my knowledge.

P.L. Bishop

Subscribed and sworn to before me a notary public, in and for the State of Oregon, County of Multnomah, this 24th day of February 1925.

F. A. Dudley.

Notary Public for Oregon.

My Commission expires Sept.4,1927.

09788

February 25, 1925.

Hartford Accident & Indemnity Company,
Pacific Department,
330 California Street,
San Francisco, California.

Gentlemen:

In reply to your letter of the 17th instant with further reference to the contract of Elliott, Scoggins & Paquet for the grading of the Tygh Valley Section of The Dalles-California Highway, will say that this contract was completed on August 10th. However, final payment has not yet been made. The final voucher has been prepared and is now in the hands of the contractor for execution. When this voucher has been paid, there will have been paid to Elliott, Scoggins & Paquet a total amount of $83,918.84, of which amount $1,074.65 represents expenditures in connection with force account work. The payment of the voucher now in the hands of the contractor will complete payments to them in connection with this project.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:ER

J. COLLINS LEE, *Secretary*
D. J. GLAZIER, *Secretary-Treasurer*
R. C. L. HAMILTON, *Comptroller*

EMNITY COMPANY

PACIFIC DEPARTMENT
430 CALIFORNIA STREET
SAN FRANCISCO

17. 1925.

ssion,

-Elliott, Scoggin &
Paquet -Contract to Grade Tygh Valley
Section of The Dalles-Calif.Highway -
Wasco County.

We thank you for your letter of November twenty-fourth which was in reply to ours of November twentieth relative to the total amount paid to Elliott, Scoggin & Paquet on this project.

We presume that by this time the notes submitted by the resident engineer have been checked by your office and that you have arrived at a final estimate. Please therefore let us have the total amount paid to the contractor.

Kindly accept our thanks for your courtesy.

#630-

Yours very truly,

A L Jansen

Surety Department.

HLJ:AM

Total amount #83,918.24

Completed on Aug-10-1924

AMERICAN
H R C

R. M. BISSELL, *President*
CHAS. B. CHASE, *Chairman Board of Directors*

J. COLLINS LEE, *Secretary*
D. J. GLAZIER, *Secretary-Treasurer*
R. C. L. HAMILTON, *Comptroller*

HARTFORD ACCIDENT AND INDEMNITY COMPANY

HARTFORD, CONNECTICUT

DIXWELL HEWITT, *Resident Vice-President*
JOY LICHTENSTEIN
Manager

PLEASE ADDRESS YOUR REPLY TO FIDELITY & SURETY DEPARTMENT
JAMES W. MOYLES, *Superintendent*

PACIFIC DEPARTMENT
430 CALIFORNIA STREET
SAN FRANCISCO

FEB 19 1925

February 17. 1925.

Roy A. Klein,
State Highway Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

Re: Bond #317259-Elliott, Scoggin & Paquet -Contract to Grade Tygh Valley Section of The Dalles-Calif.Highway - Wasco County.

We thank you for your letter of November twenty-fourth which was in reply to ours of November twentieth relative to the total amount paid to Elliott, Scoggin & Paquet on this project.

We presume that by this time the notes submitted by the resident engineer have been checked by your office and that you have arrived at a final estimate. Please therefore let us have the total amount paid to the contractor.

Kindly accept our thanks for your courtesy.

#630-

Yours very truly,

M L Jansen

Surety Department.

MLJ:AM

Total amount #83,918.24

Completed on Aug-10-1924

AUTOMOBILE
H. B. C.

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

POST OFFICE BUILDING,
PORTLAND, OREG.

IN YOUR REPLY PLEASE

REFER TO FILE No. .....

February 18, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We have just received four copies of intermediate Federal aid voucher #8 covering work performed on Oregon 88 for the period May 11, 1924, to January 10, 1925, in the amount of $12,030.73.

We are returning the four copies of this voucher in order that the pro rata of 61%, claimed on this voucher, may be corrected to conform to the 60% allowed in the modified agreement estimate.

When the corrected voucher is returned to this office, it will be promptly audited and forwarded for payment.

Yours very truly,
C. H. PURCELL, District Engineer,

By T. M. Davis
Acting

Pg 88

January 16th, 1925.

Mr. Chester R. Hunt,
District Engineer,
United States Fidelity & Guaranty Co.,
1208 Porter Bldg.,
Portland, Oregon.

Dear Sir:

Your letter of the 14th instant, regarding Lyon & Price's contract for the surfacing of Unit 2 of the Dufur-White River Section, received and noted.

In reply will say that this contract has been completed and accepted by the Highway Commission. The field notes for the same are now in the process of being checked by this office, and as soon as this is done, the final voucher will be prepared and the final warrant issued. We anticipate that it will take a matter of three or four weeks to accomplish this. Semi-final payment has already been made to Lyon & Price for this work.

The amount that we are retaining at this time is $1,9[illegible].38, which amount will be released as soon as the field notes have been checked, which will be the amount of the final warrant in the event there is no change in the quantities as a result of the check of the field notes in this office. Present indications are that the final amount will be less than the amount above stated. However, we are not in a position at this time to state definitely as to this.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:ER

...SIDENT.

...APITAL PAID IN CASH $5,000,000.

UNITED STATES FIDELITY AND GUARANTY COMPANY

PORTLAND OFFICE
C. O. PRICE, MANAGER
1208 PORTER BUILDING

BROADWAY 1755

PORTLAND, ORE.,

January 14, 1925

Claim #118716
S-172 - Frank M. Easterdahl

Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Sir:

On June 10, 1924, this company furnished a bond to Frank M. Easterdahl on a sub-contract to haul surfacing material for Lyon and Price on their contract for the surfacing of Unit #2 of the Dufur-Whiteriver Section of The Dalles-California Highway in Wasco County.

Easterdahl having disappeared this company elected to finish the contract which was done by giving a contract to one G. E. Manchester of The Dalles. The work, done under supervision of your department, has been finished, so we are informed.

We are also told that the State Highway Department has undertaken to pay half of the cost, and our latest information is to the effect that the principal contractors have not received this latter sum and are waiting for it before they can make final payments.

We would request that you inform us as to the present status of the case provided that our above mentioned information is correct so that we may be in a position to close this case and be relieved from the bond as soon as possible.

Very respectfully yours,

UNITED STATES FIDELITY & GUARANTY COMPANY

BY Chester R. Hunt
CHESTER R. HUNT
District Engineer

CRH:JT

ANSWERED
H B.O.

#735-W... 10-
Contract price 8-15-24 = #6,674.45
Retained = #1,938.38-W... 8-15-...
final will be ...ed

CC CC 9988

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No. .....

POST OFFICE BUILDING,
PORTLAND, OREG.

January 14, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The modified project agreement and certificate have been executed covering Oregon Federal Aid project 88, Tygh Valley section. We enclose herewith an original copy each of the agreement and certificate for your files.

Yours very truly,
C. H. PURCELL, District Engineer,

By C. Andersen
Acting

Oregon Federal Aid Project No. 88.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on June 26, 1923, by the State Highway Commission of Oregon, and on June 8, 1923, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Project No. 88; and

WHEREAS, contract has been awarded at a price which reduces the total estimated cost of the project, and the State Highway Commission desires the release of excess Federal funds allotted to said project for use on other Federal Aid projects; and by reason thereof the said State Highway Commission has requested that the estimate of cost approved for said project be reduced from $117,964.00 to $106,519.27, and that the Federal funds approved and set aside to the credit of said project be reduced from $72,119.33 to $63,911.56:

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates and the sum of sixty-three thousand, nine hundred eleven and 56/100 dollars ($63,911.56) as the share of the United States payable under said act on account of said project, which does not exceed 61.13673 per cent of the total estimated cost thereof."

Article IV shall read:

> "Article IV. The United States prorata share of the cost of said project shall not in any event exceed (a)

the said sum of sixty-three thousand, nine hundred eleven and 56/100 dollars ($63,911.56), certified to the Secretary of the Treasury as above mentioned, being less than 61.13673 per cent of one hundred six thousand, five hundred nineteen and 27/100 dollars ($106,519.27), the approved total estimated cost of said project, nor (b) the said per centum of the value of the labor and materials which shall have been actually put into the construction of said project in conformity to said plans and specifications."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon on the 10th day of December, 1924, and the Secretary of Agriculture on the 6th day of January 1924.5

STATE HIGHWAY COMMISSION OF OREGON

By C V Gurdy
Chairman, State Highway Commission

By I D Staunton
Member, State Highway Commission

By _____
Member, State Highway Commission

C W Marvin
Acting Secretary of Agriculture

t. .cate of Approval of ans, .d .lications and
xecuted June 8, 1923, to cover Oregon Federal Aid
Project No. 88).

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between a point about 6 miles north of Maupin and a point at the south end of Oregon 99 about 2 miles north of Tygh Valley

locally known as the Tygh Valley Section of The Dalles-California Highway, Wasco County, and designated in the records of this Department as Project No. 88, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 106,519.27 in lieu of the $72,119.33 approved by Certificate of June 8, 1923 as the total estimated cost of said project, and the sum of $ 63,911.56/ as the share of the United States, payable under said acts on account of such project, which does not exceed 61.13673 per cent of said total estimated cost.

Done at the city of Washington, this 12th day of January one thousand nine hundred and Twenty-five, as witness my hand and the seal of the Department of Agriculture.

E. W. Marvin
ACTING *Secretary of Agriculture.*

8—4529

HLB

#632-33 PL

PG 88

ATTENTION MR GLAISYER

January 15, 1925

A. W. Lambert & Son,
Agents Hartford Accident & Indemnity Co.,
404 East Alder St.,
City.

Gentlemen:

Regarding the letter from Roy A. Klein, State Highway Engineer, with reference to the Logan Brothers claim, we wish to state the Logan Brothers are indebted to us in the neighborhood of $9,000.00, and our reason for not bringing action against them to recover is, that they are irresponsible and have no assets to justify such action.

We have requested their attorneys, Perkins & Bailey, as to how this amount is arrived at.

Yours truly,
ELLIOTT, SCOGGIN & PAQUET,
By
W. O. Elliott

NOTED
H. B. GLAISYER

To State Highway Commission

#6300 33 O.P.

January 12th, 1925.

The Hartford Accident & Indemnity Company,
A. W. Lambert & Son, Agents,
404 E. Alder Street,
Portland, Oregon.

Gentlemen:

This letter is to advise you as surety on the bond furnished by Elliott, Scoggin & Paquet, in connection with their contracts Nos. 630 and 652, for the construction of the Tygh Valley & Tygh Grade Sections, that we have today received from Perkins & Bailey, Attorneys of Portland, notice of the claim of Logan Brothers, in amount $4,088.50 against Elliott, Scoggin & Paquet for work performed between stations 369/54.4 and 975/42.6.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:ER

CC to Elliott, Scoggin & Paquet,
McKay Bldg.,
Portland, Oregon.

January 12th, 1925.

Perkins & Bailey,
Attorneys & Counsellors,
Board of Trade Bldg.,
Portland, Oregon.

Gentlemen;

Receipt is acknowledged of your letter of the 9th instant, advising us of the claim of Logan Brothers, against Elliott, Scoggin & Paquet for work performed in connection with the construction of the Tygh Valley & Tygh Grade Sections of The Dalles-California Highway which claim amounts to $4,888.50.

In reply will say that it is not the practice of this Department to hold up payments to contractors upon the filing of notices of claims, this for the reason that we have no way of passing upon claims, and also for the reason that the contractor has furnished a bond which is for the purpose of protecting all labor and material claims, and any other claims which may be filed against the contract.

In connection with this particular contract, Elliott, Scoggin & Paquet, furnished a bond, the surety on which is the Hartford, Accident & Indemnity Company, A. W. Lambert & Son, Agents, 404 E. Alder Street, Portland, Oregon. We would suggest that you file your notice of claim with the surety company. If you do not receive satisfaction from them, then you still have recourse to action in the courts.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:ER

PERKINS
JOHN O. BAILEY

PERKINS & BAILEY
ATTORNEYS AND COUNSELLORS
BOARD OF TRADE BUILDING
PORTLAND, OREGON

January 9, 1925

State Highway Engineer,
Salem, Oregon.

Dear Sir:

We represent John A. Logan, Jr. and Adrian Logan, doing business as Logan Bros., who performed some work for Elliott, Scoggin & Paquet on the Tigh Valley section and the Tigh Grade section of The Dalles California Highway in Wasco County, Oregon, beginning at station 369-54.4 and ending at station 975-42.6.

These boys have made a claim against the above contractors for the sum of $4888.50. We understand that you have not yet paid Elliott, Scoggin & Paquet for that work, and we therefore ask that you withhold payment until the claim of these boys has been adjusted.

Yours truly,

Perkins & Bailey

b-a

ANSWERED
H. B. G.

PR #88

January 9, 1925

Mr. J. E.Peck,
Resident Engineer,
Tygh Valley, Oregon.

Dear Sir:

In your final estimate for surfacing of Unit No.2 of the Dufur-White Rive Section, we find the filler haul under-estimated approximately 600 yard stations due to misinterpretation of the provision pertaining to payment for filler haul, and we find the stock-piled maintenance materials over-estimated approximately 150 cubic yards due to incorrect methods used in the computation of some of the stock pile crosssections.

We are returning to you under separate cover such of the field notes and records as you will need in checking the corrections which we have made in the above mentioned items. Please make this check and return all data to us.

If you will read carefully the provision which governs the payment for filler haul under this contract, you will find that it states that the quantity of filler haul to be paid for shall be the number of yard miles of hauling necessarily performed in transporting the filler materials from the points of their excavation to the points of their deposit; this basis of measurement to apply except upon those filler materials which are obtained within five hundred feet of the point of deposit. No payment for filler haul is made upon those filler materials which are obtained within five hundred feet of the point of deposit. You have deducted 500 feet of haul from each yard of filler hauled, regardless of where it was obtained.

The basis of payment for filler haul is not the same on all projects.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

SHP
cc- G.W. Wanser, Div. Engr.
The Dalles, Oregon.

December 27, 1934

Mr. J. E. Peck,
Resident Engineer,
Tygh Valley, Oregon.

Dear Sir:

Please advise when we may expect to receive back the final estimate and supporting field data for the grading of the Tygh Valley Section, which information was sent to you on November 25th for confirmation of our corrections.

We have already received a number of complaints from the contractor because of the excessively long time that has been required to put this estimate through.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
S.H. Probert
Office Engineer

SHP L

cc-C.W. Wanser,
Division Engineer,
The Dalles, Oregon.

OG-88

December 6, 1924.

Fidelity & Deposit Company of Maryland,
Clarence E. Porter, Agent,
[redacted] Building,
Portland, Oregon.

Gentlemen:

Please be advised that it is the intention of the State Highway Commission to make semi-final payment to Lyon & Price on contract No. 735, Unit 2, Dufur-White River Section of The Dalles-California Highway in Wasco County. This payment will be made on or after December 16th, 1924.

Kindly acknowledge receipt of this letter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By [redacted]

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

November 28, 1924.

Mr. John H. Hall,
Attorney at Law,
Wilcox Building,
Portland, Oregon.

Dear Sir:

We acknowledge receipt of your letter of the 26th inst. advising us of the claim of the Pennaughty Machinery Company against Elliott, Scoggin & Paquet, it beingin connection with their contract for the grading of the Tygh Valley Section of The Dalles-California Highway in Wasco County.

In reply will say that it is not the practice of this department to withhold monies due contractors for the purpose of settling claims against the contractors. Labor and material claims and all just debts, dues and demands are protected by the surety on the bond for which reason we are not in a position to pass upon claims.

Would suggest that you call this matter to the attention of the bonding company who in this instance is the Hartford Accident and Indemnity Company, A. W. Lambert & Son, 404 E. Alder Street, Portland, Oregon, agents.

Complying with our usual practice in matters of this kind we are today advising the bonding company and contractor of the existence of this claim.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

JOHN H. HALL
ATTORNEY AT LAW
WILCOX BUILDING
PORTLAND, OREGON

November 26th, 1924.

State Highway Commission,

Salem, Oregon.

Gentlemen:-

This is to advise you that the Feenaughty Machinery Company of this city furnished material and equipment to Elliott, Scoggins & Paquet, used in the construction of a highway in Tygh Valley, Wasco County, Oregon, on a highway that was being constructed by them under a contract from your Honorable Commission.

There is still a balance unpaid and it amounts to $443.63. I would appreciate it if you will hold this amount out from them and also advise me who their bondsmen are, together with their address, so I can notify the bondsmen, and oblige.

Very truly yours,

JHH:Z

John H Hall
atty

File #632

H.B.G

November 28, 1924.

Hartford Accident & Indemnity Company,
c/o A. W. Lambert & Son, Agents,
404 E. Alder Street,
Portland, Oregon.

Gentlemen:

This letter is to advise you that we have today received from John H. Hall, Attorney, Portland, Oregon, a letter advising us of the claim of the Feenaughty Machinery Company against Elliott, Scoggin & Paquet in amount $443.63, it being for material and equipment furnished the contractors and used in the construction of the Tygh Valley Section of The Dalles-California Highway in Wasco County.

This notice is given you as you appear as surety on the bond furnished by the contractor in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

Mr. J.E. Peck,
Resident Engineer,
Tygh Valley, Oregon

November 25, 1924

Dear Sir:

In connection with the final check of quantities on the Tygh Valley section, 33 PL, I am returning to you, by express, the following data:

1 Final Estimate
3 Blue Prints of Culverts and Cattle Passes.
1 Blue Print of Culvert Details
1 Book computation sheets
4 Books construction notes

The notes submitted on Class "A" concrete in culverts and Cattle Passes at Stations 437/68, 569/40, and 625/30 are not sufficiently clear so that an accurate check can be made. On the blue print of detailed sketches of culverts you will find schedules and formulas for computing culvert details, and, for cattle pass at station 437/68, I have worked out some detailed computations but not being sure of my distances, I have made no corrections. Please work out similar detailed computations for each of culverts noted above.

I have made some corrections on the 6 x 8 R.C. culvert at Station 640/15 which I wish you to go over.

Between stations 380/50 and 382/00, you have allowed 323 cubic yards of overbreak. For this same section you have allowed as pay quantities, the embankment quantities corrected for swell of material. From the corrected embankment quantities you have deducted the neat excavation quantities which you allow separately and the balance of the corrected embankment quantities you allow as common borrow. There being no notation to the contrary, it is assumed that the overbreak material went into the embankment also. Therefore, this overbreak material, the same as the neat excavation, should be deducted from the corrected embankment quantities reducing the borrow material by that amount. Please make the necessary corrections for this.

Yours truly,

ROY A. KLEIN
State Highway Engineer

Dict. by J.W.McC/LL
cc - C. W. Wanzer, The Dalles, Ore

By
S.H. Probert
Office Engineer

09-88

November 24, 1924.

Hartford Accident & Indemnity Company,
430 California Street,
San Francisco, California.

Attention Mr. H. L. Jensen, Surety Department.

Gentlemen:

In reply to your letter of the 20th inst. concerning the contract of Elliott, Scoggin & Paquet for the grading of the Tygh Valley Section of The Dalles-California Highway, will say that we are not in a position to advise you of the total final amount which will have been paid to the contractor for this work, due to the fact that a check by this office of the field engineers notes submitted by the resident engineer on the project, has not yet been completed. The job itself was completed as of August 10, 1924.

At that time there had been paid to the contractor $79,330.46. Our retained percentage is $2,455.52.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

HARTFORD ACCIDENT AND INDEMNITY COMPANY
PACIFIC DEPARTMENT
430 California Street, San Francisco, California

Fidelity and Surety Department
JAMES W. MOYLES, Superintendent

November 20, 1924.

RECEIVED
NOV 22 1924
STATE

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Re: Bond #317259 - Elliott, Scoggin & Paquet
State of Oregon. Cont. to grade Tygh Valley Sec.
of Dallas Calif. Highway, Wasco County.

We thank you for the information you gave us on our recent inquiry, to the effect that the contract for which our bond was given is completed, the date of acceptance being August 10, 1924. We will appreciate your advising us the total amount paid to the contractor.

Thanking you for your courtesy, we are,

ANSWERED
H. B. G.

Yours very truly,

H.L. Jansen,
Surety Department.

HLJ.VM.

By
S. H. Probert
Office Engineer

Dict. by J.W.DeSousa/LL
Enc.

cc

FR 88

November 13, 1924

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Gentlemen:

Herewith we are sending six copies of estimate as basis for modified agreement on the Tygh Valley Section, Oregon Federal Aid Project No. 88.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

Dict. by J.W.DeSouza/LL
Enc.

cc

Oregon State Highway Department — Project No. 85

Tygh Valley Section of The Dalles-California Highway
in Wasco County.
(Estimate as basis for modified agreement to
include contract surfacing of entire project)

Salem, Oregon, November 13, 1924

All Required		Clearing and Grubbing		250.00
37,000	Cu. yds.	Common Excavation	.30	11,100.00
10,000	cu.yds.	Intermediate excavation	.50	5,000.00
34,000	cu.yds.	Solid Rock Excavation	1.25	42,500.00
18,000	Sta.yds.	Overhaul	.05	900.00
960	Lin.Ft.	12" Corr. Galv. Iron Pipe	1.50	1,440.00
340	Lin.Ft.	18" Corr. Galv. Iron Pipe	2.50	850.00
920	Lin. Ft.	24" Corr. Galv. Iron Pipe	3.50	3,220.00
100	Lin. Ft.	36" Corr. Galv. Iron Pipe	6.00	600.00
20	Cu.yds.	Class "A" Concrete	30.00	600.00
66	cu.yds.	Class "C" Concrete	30.00	1,980.00
2,000	Lbs.	Metal Reinforcement	.10	200.00
SURFACING 662/63 to 529 Contract #735				
3,200	Cu. yds.	Base Course Broken Stone Surf.	2.28	7,296.00
3,200	cu. yds.	Top Course Broken Stone Surf	2.38	7,616.00
2,200	Cu. yds.	Filler	.30	660.00
2,800	Yd.Mi.	Filler Haul	.22	616.00
SURFACING 529 to 569/54 Contract #764.				
3,070	Cu. yds.	Base Course Surfacing	1.93	5,925.10
3,070	Cu.yds.	Top Course Surfacing	1.93	5,925.10
1,050	cu. yds.	Filler	.25	262.50
1,150	Yd. Mi.	Filler Haul	.20	230.00
				97,170.70
		Proportional Reduction on Contract 764		335.00
		Sub-total		96,835.70
		10% Eng. & Cont		9,683.57
		Total		106,519.27

Length of project 6.0 Miles
Cost per mile $17,753.21

State Funds Available	42,607.71	
Federal Aid Requested	63,911.56	(60%)
	106,519.27	

PR #88

November 5, 1924

Lang & Co.,
Wholesale Grocers,
2-1st St. N.,
Portland, Oregon.

ATTENTION MR. F.A. DUDLEY

Dear Sir:

Reference is made to your inquiry by phone regarding the amounts due contractors Elliott & Scoggin in connection with work performed under their contract for the grading of the Tygh Grade Section and the Tygh Valley Section of The Dalles-California Highway.

While the exact amounts of our obligations in connection with these contracts have not as yet been determined, it appears from our records that in connection with the Tygh Grade Section, there is still to be paid approximately $13,000.00, and that in the connection with the Tygh Valley Section there is still to be paid approximately $5,000.00.

Payments of the balances due on these projects are being held pending our usual final computation and check of the pay quantities involved. We would estimate that the final payment on the Tygh Valley Section will be made about December 15th, and that the final payment on the Tygh Grade Section will be made about January 15th. It is quite possible however, that in connection with the Tygh Grade Section a release of about $8,000.00 of the balance due will be made within the next two or three weeks.

We regret that we cannot be more definite as to the amounts payable, and as to the dates upon which payments will be made, but in connection with work of the kind concerned the computation of quantities and the reaching of final settlement with the contractors require considerable time and are difficult of estimation.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

SHP L

cc

FORM 8A 55307 10M-9-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

PR #86

OREGON STATE HIGHWAY COMMISSION

SALEM

The Dalles, Oregon
November 4, 1924

IN YOUR REPLY PLEASE
REFER TO FILE NO.....

Mr. Roy A. Klein
StateHighway Engineer
Salem, Oregon

Dear Sir:

In accord with the usual practice, I am forwarding you, enclosed herewith, statement showing cause of overrun on Contract No. 632, Grading Tygh Valley section of The Dalles-California Highway in Wasco County, as prepared by Resident Engineer J. E. Peck.

Yours very truly,

C. W. Wanzer,
Division Engineer.

By H N Hackett
Office Engineer.

HNH-vc
encl.

REFERRED TO
S H P
BY R. A. K.

NOV 5 1924

C O P Y

Tygh Valley, Oregon

October 30, 1924

Mr. C. W. Wanzer
Division Engineer
The Dalles, Oregon

Dear Sir:

I am sending herewith a statement of overrun on grading on the Tygh Valley section of The Dalles-California Highway.

I am also enclosing copy of statement on the Wasco-Biggs section.

(Signed)

J. E. Peck.

RECEIVED
NOV 5 1924

ON OVERRUN ON 33PL - GRADING TYGH VALLEY SECTION

THE DALLES-CALIFORNIA HIGHWAY

No.	Item	Amount Prelimry Estimate	Amount Final Estimate	Amount Overrun	Amnt. Unrun
1	Clearing & Grubbing	250.00	250.00		
2	Common Excavation	11100.00	8,146.77		2953.23
3	Intermediate Excavation	5000.00	5633.85	633.85	
4	Solid Rock Excavation	42500.00	54188.63	11688.63	
5	Overhaul	900.00	1252.00	352.00	
6	12" Corrugated Galv. I Pipe	1440.00	1632.00	192.00	
7	18" " " " " "	850.00	960.00	110.00	
8	24" " " " " "	3220.00	994.00		2226.00
9	36" " " " " "	600.00	216.00		384.00
10	Class "A" Concrete	600.00	6548.40	5948.40	
11	Class "C" Concrete	1980.00	1605.90		374.10
12	Metal Reinforcement	200.00	1615.30	1415.30	
13	Force Account		2164.83	2164.83	
	Totals	$68640.00	$85207.68	$22505.01	$5937.33

-:-:-:-:-:-:-:-:-:-

EXTRA WORK ORDERS

Extra Wk Od	Character of Work	Amount of Order	Amount Expended
1	Placing pit run gravel on saad Station 624 to 634	200.00	162.37
2	Construction of Flume to take care of Irrigation ditch covered by slopes	1850.00	1869.32
3	Lower Water main in Town of Tygh Valley Station 590	70.00	123.71
4	Sinking Test Pits to determine quantity of gravel, Station 538	30.00	9.43
	Total	$2150.00	$2164.83

NOV 3 1924

Report of Overrun on 33PL - Grading Tygh Valley Section

Item No. 1 Same as Preliminary.

Item No. 2 Underrun due to underclassification.

Item No. 3 Overrun due to under-classification.

Item No. 4 Overrun due to under-classification and revision Stations 485 to 493, 499 to 510. These revisions were necessary to get away from White River.

Item No. 5

Item No. 6 Overrun was caused by inadequate drainage on Preliminary Estimate, Station 440 to 465.

Item No. 7

Item No. 8 Underrun due to substituting 30" Metal Flume at Station 488 to 504.

Item No. 9 Underrun due to placing cattle pass at Sta. 437.

Item No. 10 Overrun due to placing cattle passes at Stations 437-569 and lengthening 5x5 culvert Station 622 and enlarging culvert from 4x4 to 6x8 at Sta.640.

Item No. 11. Reason for this underrun was due to placing Cattle pass Station 337 and 569 and to line change at Sta. 504 to 507 where line crossed irrigation ditch twice.

Item No. 12 Reason for overrun same as in Item No. 10.

Item No. 13 See first sheet for list of orders.

NOV 3 1924

...ON OVERRUN ON 33PL - GRADING TYGH VALLEY SECTION

THE DALLES-CALIFORNIA HIGHWAY

No.	Item	Amount Prelimry Estimate	Amount Final Estimate	Amount Overrun	Amnt. Unrun
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5	Overhaul	900.00	1252.00	352.00	
6	12" Corrugated Galv. I Pipe	1440.00	1632.00	192.00	
7	18" " " " " "	850.00	960.00	110.00	
8	24" " " " " "	3220.00	994.00		2226.00
9	36" " " " " "	600.00	216.00		384.00
10	Class "A" Concrete	600.00	6548.40	5948.40	
11	Class "C" Concrete	1980.00	1605.90		374.10
12	Metal Reinforcement	200.00	1615.30	1415.30	
13	Force Account		2164.83	2164.83	
	Totals	$68640.00	$85207.68	$22505.01	$5937.33

-:-:-:-:-:-:-:-:-:-:-

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3	Lower Water main in Town of Tygh Valley Station 590	70.00	123.71
4	Sinking Test Pits to determine quantity of gravel, Station 538	30.00	9.43
	Total	$2150.00	$2164.83

Report of Overrun on 33PL - Grading Tygh Valley Section

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Item No. 11. Reason for this underrun was due to placing Cattle pass Station 337 and 569 and to line change at Sta. 504 to 507 where line crossed irrigation ditch twice.

Item No. 12 Reason for overrun same as in Item No. 10.

Item No. 13 See ~~last~~ sheet for list of orders.

FILED
NOV 3 1924

09-85

Form No. 39—22292—6M—8-23

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

NOTED
R. A. K.

Date Oct - 1 - 1924

Job Name Marion Wheeler
Unit No 2

Week from Oct-27 to Nov-1

Mail Address Dee, Oregon

Highway Salmon River "

Telegraph or Telephone Address " "

County Wasco Job Prefix 230 U

Express and Freight Address Wheeler

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Oil sprinkling started
on stakes cleared out and drainage
ditches dug.

The heavy rains the last week
have brought down numerous small slides
and we will go to 890 & 40 to 50 engine.

I have a man cleaning up
these slides and opening ditches

NOTED
WALKER
NOV 1 1924

(See back of this sheet for instructions and detailed information.)

Signed J. E. Lueck

Title Res Engr

19

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

FORM 55 55357 1000-9-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

pr. 88

IN YOUR REPLY PLEASE

REFER TO FILE No.....

The Dalles, Oregon - October 16, 1924

OCT 17 1924

Mr. Roy A. Klein
State Highway Engineer — Attention S. H. Probert
Salem, Oregon

Dear Sir:

Referring to your letter of October 3rd, in regard to Cattle Passes built upon several sections of The Dalles-California and the Sherman Highways in Wasco county during the present year, and supplementing my letter of October 8th in which I reported upon the Cattle Passes completed upon the Dufur-Tygh Grade sections, giving a detailed report and showing the amount to be paid 100% by Wasco County, I beg to report upon the other sections as follows. 102 A

No Cattle Passes were constructed on Units No. 1 and 2 Deschutes River Crossing of The Dalles-California Highway. (101)

On the Tygh Valley and Tygh Grade sections two Cattle Passes were constructed. One at Station 569/40 where the location of the new road was not changed and to replace an old wooden structure at this point and which is a 50-50 proposition the same as the balance of all the work in this section. 88 & 89

Both on Tygh Valley Section

At Station 437/68 a 6x8 Cattle Pass was built, which was a r/w consideration. The excess cost over and above what was estimated to take care of the drainage at this point should be paid for by Wasco County 100% as follows:

Cost of Cattle Pass

178.5	Cu.Yds.	Common Excavation @ .30		$ 53.55
69.1	Cu.Yds.	Class "A" Concrete @ 30.00		2073.00
5635	Pounds	Metal Reinforcement @ .10		563.50
		Total Cost of Cattle Pass----------		$2690.05

Estimated Cost of Drainage Originally Planned

68	Ln.Ft.	36" Pipe @ 6.00	$408.00	
4.5	Cu.Yd.	Class "C" Concrete @ 30.00	135.00	
10	Cu.Yd.	Solid Rock Excavation @ 1.25	12.50	
		Total Cost Originally Proposed----------	$555.50	$ 555.50
Total Cost to be paid for 100% by Wasco County----------				$2134.55

18

On the Sherman Highway Unit No. 1, Sherman County Line-Cow Canyon Section at Station 556/40, we built a 7x8 Cattle Pass with rubble masonry abutments and wings and reinforced concrete top slab in lieu of the three 19' spans timber trestles which was originally designed for this openning when the contract was awarded. (103)

This concrete and masonry pass was constructed instead of the timber structures originally designed for the reason that the former type of structure was of a permanent character and eliminates maintenance cost and replacement in the future, the same being constructed at practically the same cost as originally estimated for the timber structures.

This pass serves primarily as a outlet for flood waters and secondarily as a Cattle Pass.

As some type of structure was required regardless of the stock crossing requirements, in order to provide for the flood waters at this point which is in a small conyon, this Cattle Pass is not deemed a r/w consideration and should be paid for on a 50-50 proposition, the same as the balance of all work done on this section.

Yours very truly,

C. W. Wanzer,
Division Engineer.

CWW-vc

PR 88

October 3, 1924

Mr. C. W. Wanser,
Division Engineer,
The Dalles, Oregon.

Dear Sir:

We understand that a number of cattle passes have been built upon the several sections of The Dalles-California Highway, and the Sherman Highway which have been under construction during the past season in Wasco County.

Undoubtedly some, if not all, of these structures have been put in as a means of securing right-of-way, and should, therefore, be paid for in full by Wasco County. Please check upon this matter and send us a complete list of all cattle passes constructed, together with estimates of the quantities involved and such other information as will be required in the making of proper charges against the County.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert,
Office Engineer

SHP L

cc

Dee also report under PR 102A

October 3, 1924.

Elliott, Scoggin & Paquet,
McKay Building,
Portland, Oregon.

Gentlemen:

Your request for an extension of time on contracts No. 630 and 632, Tygh Grade and Tygh Valley Sections of The Dalles-California Highway in Wasco County, were considered at the meeting of the Commission on August 26th and the following action taken:

"Elliott, Scoggin & Paquet, contracts Nos. 630 and 632, Tygh Grade and Tygh Valley Sections of The Dalles-California Highway in Wasco County, requested an extension of time to September 15, 1924. The Engineer reported that the work had been greatly delayed but recommended that the extension requested be granted without penalty provided the same conditions be attached as to the previous extension, i. e. that responsibility for delays to the surfacing contractor by reason of the non-completion of the grading should be assumed by the applicants, Elliott, Scoggin & Paquet. Recommendation approved by the Commission".

Very truly yours,

State Highway Engineer.

LM

August 19, 1924

Mr. J. E. Peck,
Resident Engineer,
Tygh Valley, Oregon.

PR #88

Dear Sir:

On the semi-final estimate for the grading of the Tygh Valley Section, you have carried in the statement of construction materials on hand, culvert pipe having an aggregate value of approximately $1,500.00.

As your quantity summary sheet shows that all culvert pipe to be placed under the contract is in place, we suppose that the pipe shown as "on hand" is pipe which has been ordered and delivered, but which will not be installed. If this is the case, we wish to advise that the showing of these materials in the statement of construction materials on hand will not accomplish payment for same, as it is expected that all materials listed in that statement will be installed before the work is completed, and the payments made upon same are simply advances which must be entirely eliminated in the final estimate.

Payment for materials left over which must be paid for by the State for the reason that they were ordered by the engineer, are best paid for as an extra work item, the contractor being allowed only the actual cost of the materials as supported by receipted bills, plus the actual cost of their delivery to the work.

If, as we have assumed, the pipe shown upon your estimate is pipe left over which must be paid for by the State, please put through an extra work order covering same and submit extra work bills to cover the cost of the pipe to the contractor.

Very truly yours,

ROYA. KLEIN
State Highway Engineer.

By

Office Engineer.

SHP:TW
cc. C. W. Wanzer.

Form No. 39—22292—6M—8-23

09-88

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date ....., 1924

Job Name ..... Week from ..... 11 ..... to ..... 16 .....

..... Mail Address .....

Highway ..... Telegraph or Telephone Address .....

County ..... Job Prefix ..... Express and Freight Address .....

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

NOTED

W. WANZER

RECEIVED

AUG 27 1924

(See back of this sheet for instructions and detailed information.)

Signed .....

Title .....

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

July 8, 1924.

Elliott, Scoggin & Paquet,
McKay Building,
Portland, Oregon.

Gentlemen:

Your request for an extension of time on contract No. 632 for the construction of the Tygh Valley Section of The Dalles-California Highway in Wasco County was considered at the meeting of the Highway Commissionon May 29th and the following action was taken:

"Elliott, Scoggin & Paquet, contract No. 632, Tygh Valley Section of The Dalles-California Highway in Wasco County, requested an extensionof time to June 15, 1924. The Engineer recommended that this extension be granted without penalty, provided Elliott, Scoggin & Paquet be held responsible for any damage or delay to the surfacing contractor on this project. Recommendation approved.".

Very truly yours,

State Highway Engineer.

LM

July 7, 1924.

Hartford Accident & Indemnity Company,
c/o A. W. Lambert & Son, Agents,
404 E. Alder Street,
Portland, Oregon.

Gentlemen:

This letter is to advise you as surety on the bond furnished by Elliott, Scoggin & Paquet for their contracts for the construction of the Tygh Grade and Tygh Valley Sections of The Dalles-California Highway, that we have today received notice of the claim of Johnstons Inc., dealers in merchandise, of Dufur, Oregon, in amount $63.09 it being for supplies furnished to Kennison and Company.

We have advised Johnston, Inc., to take this matter up with you direct.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LH

July 7, 1934

Elliott, Scoggin & Paquet,
McKay Building,
Portland, Oregon.

Gentlemen:

This letter is to advise you that we have received a notice of claim against the firm of Johnstons Inc. of Dufur, Oregon, it being their claim in amount $63.09 against Kennison and Company for supplies furnished them in connection with the Tygh Grade and Tygh Valley Sections. They stat that they have repeatedly billed Kennison & Company but to date have not been given the courtesy of a reply.

We trust that you will proceed that the matter is properly taken care of.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

JOHNSTONS INC
DEALERS IN
GENERAL MERCHANDISE
AND
FARMING MACHINERY

DUFUR, OREGON 7/14/24

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen: Your letter of July 7, in re Elliott Scroggins & Paquett account, received.

We wish to thank you for your kindness in advising us regarding the proper procedure to take in collecting this account.

Yours very truly,

GWJ/E

Johnstons Inc.

NOTED

July 7, 1924.

Johnstons, Inc.,
Dufur, Oregon.

Attention Mr. Geo. W. Johnston.

Gentlemen:

In reply to your letter of the 30th ult. in which you inform us of your account against Kennison Company and Elliott, Scoggin & Paquet, please be advised that there is no way in which we can make collection for you of this account.

Elliott, Scoggin & Paquet furnished the state of Oregon with a surety bond in connection with their contracts. This bond is for the purpose of protecting all labor and material claims of whatever nature they may be. We respectfully refer you to this surety company and suggest that you file your claim with them as they are equally responsible for the claim as Elliott, Scoggin & Paquet. The Hartford Accident & Indemnity Company underwrote the bond in this instance. Their local agent is A. W. Lambert & Son, 404 E. Alder Street, Portland, Oregon.

In the event that you do not secure satisfaction from the surety company, you still have recourse to action in the courts as provided by Section 8991 Oregon Laws, as per copy of the law attached.

In compliance with our usual practice in matters of this kind we are today notifying the surety of the existence of your claim.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM
Encls.

...ERCHANDISE
AND
...FARMING MACHINERY

DUFUR, OREGON 6/30/2[illegible]

State Highway Commission,
Salem, Oregon.

Gentlemen; We are enclosing bill for goods sold To Kennison Co. account of Elliot Scroggins and Paquet, for $63.90.

This bill had the O.K. of Elliot Scroggins and Paquet and at the time that Kennison Co. ceased to operate, but we have been unable to hear from them though we have written to them repeatedly. We are writing to ask if it will not be possible to have this bill collected through your department.

Thanking you for any information you may be able to give us, we are.

Yours truly,

Johnstons Inc.
Geo W. Johnston

Hartford Acc & Ind Co.
Am Lambert & Sons
404 E Alder

ANSWERED
H. B. G.

ONS INC
EAD IN
ERCHAN
AND
MA

Mr. Of Account 6/28 192 4

Mr. Edilio Zeiggi - Paguas

IN ACCOUNT WITH

JOHNSTONS

DEALERS IN

GENERAL MERCHANDISE

AND FARMING MACHINERY

ALL BILLS DUE 1ST OF MONTH PAYABLE NOT LATER THAN THE 10TH

To Bill rendered 6390

REPORT

....., 192..

to .....

Address .....

Address .....

nt developments, instructions to contractor,

NOTED
C. W. WANZER

(See back of this sheet for instructions and detailed information.)

Signed .....

Title .....

Form No. 89—22292—6M—8-23

K9-88

ORE[illegible] STATE HIGHWAY DEPARTM[illegible]

FIELD ENGINEER'S WEEKLY REPORT

Date ....., 192..

Job Name ..... *Week from* ..... *to* .....

Mail Address .....

Highway ..... *Telegraph or Telephone Address* .....

County ..... *Job Prefix* ..... *Express and Freight Address* .....

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

(See back of this sheet for instructions and detailed information.)

Signed .....

Title .....

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*
..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*
..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*
..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

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Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

June 9th, 1924. FE 88

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing five copies of estimate to be substituted for the purpose of auditing intermediate vouchers, on the Tygh Valley Section, Federal Aid Project No. 88.

This substituted estimate is for the purpose of including the contract prices on the surfacing of the north portion of the project.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

by

Office Engineer.

Dict. by J. W. DeSousa : TW

Enclosure.

OREGON STATE HIGHWAY DEPARTMENT PROJECT NO. 88

THIRD VALLEY SECTION OF THE PACIFIC-CALIFORNIA HIGHWAY IN BASCO COUNTY

(Estimate to be substituted in project agreement to include contract surfacing from Station 662+63 to Station 529)

All Required		Clearing and Grubbing		250.00
37,000	cu.yds.	Common Excavation	.30	11,100.00
10,000	"	Intermediate "	.50	5,000.00
34,000	"	Solid Rock "	1.25	42,500.00
18,000	sta.yds.	Overhaul	.05	900.00
960	lin.ft.	12" Corr. Galv. Iron Pipe	1.50	1,440.00
340	"	18" " " " "	2.50	850.00
930	"	24" " " " "	3.50	3,220.00
100	"	36" " " " "	6.00	600.00
20	cu.yds.	Class "A" Concrete	30.00	600.00
66	"	Class "C" Concrete	20.00	1,320.00
2,000	lbs.	Metal reinforcement	.10	200.00
SURFACING 662+63 to 627-Contract #785.				
3,200	cu.yds.	Base Course Broken Stone Surf.	2.20	7,296.00
3,200	"	Top " " " "	2.36	7,616.00
2,200	"	Filler	.30	660.00
2,800	yd.mi.	Filler Haul	.22	616.00
SURFACING. 529 to 369+54. not contracted.				
3,300	cu.yds.	Base Course Broken Stone Surf.	2.30	7,590.00
3,300	"	Top " " " "	2.50	8,250.00
2,300	"	Filler	.50	1,150.00
3,000	yd.mi.	Filler Haul	.25	750.00
8,200	lin.ft.	Guard fence	1.00	4,200.00
		Sub-total		106,768.00
		10% Engr. & Cont.		10,676.80
		Total		117,444.80

Length of Project 6.0 miles.
Cost per mile 19,574.13

State Funds Available 45,642.89
Federal aid Requested 71,801.91
117,444.80

Federal Aid Recommended.

May 19, 1924.

Hartford Accident & Indemnity Company,
c/o A. W. Lambert & Son, Agents,
404 E. Alder Street,
Portland, Oregon.

Gentlemen:

Enclosed herewith please find a copy of claim which has been filed in this office by the Concrete Pipe Company against Elliott, Scoggin & Paquet, in connectionwith their contracts at Tygh Valley.

This is sent to you as you appear as surety on the bond furnished by Elliott, Scoggin & Paquet in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

Encl.

FORM 6A 50010 1000-2-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

The Dalles, Oregon - May 10, 1924

JR 88 Curtis

Mr. R. A. Klein
State Highway Engineer
Salem, Oregon

MAY 12 1924

Dear Sir:

Enclosed herewith, Division Engineer's estimate of cost for surfacing units 1 and 2, Dufur-White River Section, The Dalles-California Highway in Wasco County.

I recommend that the following special provisions embodied in Contract No. 726, under the following subtitles be used:

1. Alternate Propositions - This to apply to each unit.
2. Surfacing Materials.
3. Kind and Quantity of Materials.
4. Source of Materials, with the following description of sources. Unit No. 1, Station 840; Unit No. 2, Station 1335, both along side of grade.
5. Contractor to Acquire and Develope Sources of Material - The contractor shall acquire and develope such sources of material as are required for the prosecution of the work. He shall pay all royalties, shall remove overburden, shall provide hauling roads, and shall bear all expense incidental to the securing, furnishing and delivering upon the work of all surfacing materials required.

In case the contractor is unable to make arrangements for the taking of materials from the available sources without compliance to unreasonable restrictions or the payment of exhorbitant royalties, the State Highway Commission, at the contractor's written request, will institute condemnation proceedings, or take such other steps as may seem advisable for the securing of materials from the particular source or sources involved.

It is understood that the contractor will bear all expense of the condemnation proceedings, and all other expense to which the State Highway Commission may be put, and will pay such royalty costs or other consideration as the Court may award, or as may be otherwise fixed.

6. Developement of Sources.
7. Sizes of Materials.
8. Handling of Materials.

9. Provisions governing the construction of the surfacing.
10. Preparation of subgrade.
11. Number of courses and cross section.
12. Hauling same with the following additional provisions - The trucks or other hauling vehicles must, in passing back and forth between the point of entry upon the road and the points of deposit, travel over the surfacing materials that are in place between those points. This travel shall be distributed over the width of the surfacing in such manner as to be most effective in the compacting of the surfacing materials."
13. Blading & Dragging.
14. Incorporation of filler.
15. Sprinkling & Rolling.
16. Finishing shoulders and Cleaning ditches.
17. Provisions Governing the Delivery of Surfacing Materials under Alternate "W".
18. Points of Delivery (with the change in quarry location noted for each unit.
19. Quantities - Change to read Unit 1 or 2 - Dufur-White River Section.
20. Material to be delivered thru Bunker.
21. Rate of Delivery and time of Beginning. The delivery of materials shall commence not later than July 15th and shall proceed at a rate of not less than 200 cu. yds. per day.
22. Cooperation between State and Contractor.
23. Delivery of Materials to be uniform.
24. States obligation to remove Materials as produced.
25. Furnishing and delivering of Maintenance Materials.
26. Materials.
27. Location of Stock Piles.
28. Building Stock Piles.
29. Quantities - "The quantity of Maintenance materials to be furnished shall be approximately as shown in the Proposal."
30. Measurement of Maintenance Materials.
31. Filler
32. Materials.
33. Sources of Filler Materials.
34. Development of Sources.
35. Incorporation of Filler.
36. Basis of Payment to Contractor.
37. Alternate "A".
38. Alternate "B".
39. Miscellaneous Provisions.
40. Rate of Progress. Actual production of surfacing materials shall be commenced not later than July 15, 1924 and must proceed continuously thereafter at a rate not below 200 cu. yds. per day.
41. Blading Equipment same, with special attention called to the fact that two crushing plants are required, (one for each unit) which will require two complete blading outfits as specified above.

42. Bank widening to be eliminated.
43. Hauling of Contractors equipment.
44. Contractor to provide ~~cam~~ accomodations.
45. Provision for Traffic.
46. Provision for Maintenance in case of failure to complete as specified - "In case the contractor fails to complete the work to be done under this contract within the time specified, with the result that work must be carried over the winter of 1924-25, the contractor shall maintain the roadbed and surfacing during the winter months, and in the spring he shall regrade the roadbed, reshape the surfacing, and do all things necessary to place the roadbed in proper condition to be surfaced and to place the uncompleted surfacing in suitable condition for the continuance of the work. The job will not be considered to be completed until all erosion, and damage occurring during the winter months has been repaired, and until the whole of the roadbed and surfacing is in the same finished condition that it would have been in at the completion, had it been completed on time.

All expense incurred in connection with the maintaining, regrading, repairing, and refinishing as above specified shall be borne by the contractor provided, however, that he will be allowed payment to the extent of actual cost for the excavation of slides and for the excavation of materials necessary to build settled fills back to proper grade; and further provided, that he will be relieved of maintenance and repair expense in connection with sections of the project more than two miles in length which are entirely completed prior to the specified date for completion.

Maintenance of surfacing, as above specified, to be done shall include all such dragging and blading as may be necessary to keep whatever surfacing materials are on the road free from ruts, and properly crowned and in good usable condition during the winter and spring."

It is recommended that each unit be awarded as a separate contract which will then neccessarly call for two separate outfits and plants, even if a combined bid be accepted.

It is planned to complete this section this fall, and in order to accomplish this, two plants will be absolutely necessary.

It is recommended that the time limit for the completion of each unit be of date of December 31, 1924.

Yours very truly,

C. W. Wanzer

C. W. Wanzer,
Division Engineer.

Encl.
HWH-vc

DIVISION ENGINEER'S

ESTIMATE OF COST FOR COMPARISON OF BIDS

FOR SURFACING UNITS NO. 1 & 2

DUFUR-WHITE RIVER SECTION, THE DALLES-CALIFORNIA HIGHWAY IN WASCO COUNTY

Unit No. 1 - Dufur-Tygh Grade - Station 1100 to 1500 - 7.57 Miles
Unit No. 2 - Tygh Grade-White River - Station 1100 to 529 - 11.263 Miles

---

Unit No. 1

Station 1100-/00 to 1500/00 - 400 Stations — 7.57 Miles
Quarry at Station 1335/00

DETAIL ANALYSIS OF COST	SURFACING MAT.	MAINTENANCE MAT.
Set Up & Tear Down	.20	.20
Quarrying	.55	.55
Crushing	.50	.50
Hauling(Basis .25 Yd.Mile) S.M.	.5514 (35295 Yard Miles)	
Processing & Blading	.36	
Stock Piling		.15
Royalty	.05	.05
	$2.2114	1.45
Plus 15%	.3317	.2175
	$2.5431	$1.6675

Estimated Cost of items, as called for in proposal under Alternate "A"

16,000	Cu.Yds.	Rock Surfacing Material	@	2.5431	$	40,689.60
1,135	" "	" Maintenance "	@	1.6675		1,901.61
4,400	" "	Filler Surfacing "	@	.75		3,300.00
2,000	" "	" Sub Base "	@	.75		1,500.00

DIVISION ENGINEER'S

ESTIMATE OF COST FOR COMPARISON OF BIDS

FOR SURFACING UNITS NO. 1 & 2

DUFUR-WHITE RIVER SECTION, THE DALLES-CALIFORNIA HIGHWAY IN WASCO COUNTY

Unit No. 1 - Dufur-Tygh Grade - Station 1100 to 1500 - 7.57 Miles
Unit No. 2 - Tygh Grade-White River - Station 1100 to 529 - 11.263 Miles

Unit No. 1

Station 1100-/00 to 1500/00 - 400 Stations — 7.57 Miles
Quarry at Station 1335/00

DETAIL ANALYSIS OF COST	SURFACING MAT.	MAINTENANCE MAT.
Set Up & Tear Down	.20	.20
Quarrying	.55	.55
Crushing	.50	.50
Hauling(Basis .25 Yd.Mile) S.M.	.5514 (35295 Yard Miles)	
Processing & Blading	.36	
Stock Piling		.15
Royalty	.05	.05
	2.2114	1.45
Plus 15%	.3317	.2175
	$2.5431	$1.6675

Estimated Cost of items, as called for in proposal under Alternate "A"

16,000	Cu.Yds.	Rock Surfacing Material	@ 2.5431	$ 40,689.60
1,135	" "	" Maintenance "	@ 1.6675	1,901.61
4,400	" "	Filler Surfacing "	@ .75	3,300.00
2,000	" "	" Sub Base "	@ .75	1,500.00
		Total Estimated Cost, Alternate "A"		$ 47,391.21

Basis of Quantities
40 Cubic Yards Rock Surfacing Material per Station 2112 Cubic Yards per Mile
11 " " " " Filler " " 580.8 " " " "
Sub Base Filler estimated by Res.Engr. @ 2,000 Cu.Yds. all in 1 Mile Haul Limit

BIDS UNDER ALTERNATE "B" - UNIT NO. 1

Detail analysis of cost, for 16,000 cubic yards surfacing materials and 1335 cubic yards maintenance materials.

	Surfacing Materials	Maintenance Mat.
Set Up & Tear Down	.20	.20
Quarrying	.55	.55
Crushing	.50	.50
Royalty	.05	.05
Stock Piling		.15
	1.30	1.45
Plus 15%	.195	.2175
	$ 1.495	$1.6675

Estimated Cost of items, as called for in proposal

16,000	Cu.Yds.	Rock Surfacing Material	@ 1.495	$ 23,920.00
1,135	" "	" Maintenance Material	@ 1.6675	1,901.61
		Total Estimated Cost under Alter "B"		$25,821.61

Estimated Cost of work to be performed by State Forces under Alternate "B" in order to compare bids on Alternate "A" and Alternate "B".

16,000 Cubic Yards Surfacing Material Spreading, dragging & processing	@	.36	5,760.00	Plus 15%	864.00	6,624.000
6,400 Cubic Yards Filler	@	.75	4,800.00			4,800.00
35,295 Yard Miles Haul, Surfacing Mat.	@	.25	8,823.75	" "	1323.56	10,147.30
			19,383.75		2187.56	$21,571.30
				Furnished under Alt "B"		25,821.61
						$47,392.91

Recapitulation of Alternate "A" & "B" - Unit No. 1

For Comparison of Bids

Alternate "A"		$ 47,391.21
Alternate "B"	$ 25,821.61	
Work to be done by State	19,383.75	
Plus 15% allowed Contractor on field work	2,187.56	
	$ 47,392.92	$ 47,392.92

Unit No. 2

Station 529/00 to Station 840/00 11.263 Miles (Equa~~l~~ 599/09.2-575/37.4)

Quarry at Station ~~1655/00~~ 840

Detail analysis of Cost	Surfacing Materails	Maintenance Material
Set Up & Tear Down	.20	.20
Quarrying	.50	.50
Crushing	.50	.50
Hauling (Basis .25 Yd. Mile)	.778(74074 Yd Miles)	
Processing & Blading	.36	
Stock Piling		.15
	2.338	1.35
Plus 15%	.35	.20
	$2.688	$1.55

Filler Pits at Station 935 and 655

Haul Limit Surfacing Materials 1100/00 to 529/00
" " " Filler 735/00 to 980/00 and 610/00 to 735/00
" " Sub Base " 735/00 to 905/00, from pit Station 935/00

Basis of Quantities

40 Cu.Yds. per station, 2112 Cu.Yds. per mile, Surfacing Material
11 " " " " 580.8 " " " " " Filler
10 " " " " 528 " " " " Sub Base "
150 " " " mile Maintenance Material

Estimated Cost of items, as called for in proposal, under Alternate "A"

23,800	Cu.Yds.	Surfacing Material	@ 2.688	$ 63,974.40
1,700	" "	Maintenance "	@ 1.55	2,635.00
8,200	" "	Filler	@ .50	4,100.00
10,500	Yard Miles	Filler Haul	@ .25	2,625.00
		Total Estimated Cost, Alternate "A"		$ 73,334.40

BIDS UNDER ALTERNATE "B"

Detail analysis of Cost of 23,800 Cubic Yards of Surfacing Material

	Surfacing Material	Maintenance Material
Set Up & Tear Down	.20	.20
Quarrying	.50	.50
Crushing	.50	.50
Stock Piling		.15
	1.20	1.35
Plus 15%	.19	.20
	$1.39	$1.55

Estimated Cost of items, as called for in proposal, under Alternate "B"

23,800	Cu.Yds.	Surfacing Materials	@ 1.38	$ 32,844 .00
1,700	" "	Maintenance "	@ 1.55	2,635. 00
		Total Estimated Cost under Alternate "B"		$ 35,479.00

Estimated Cost of work to be performed by State Forces under Alternate "B" in order to compare Bids on Alternate "A" and Alternate "B".

23,800 Cu.Yds. Surfacing Material spreading, dragging and processing		@	.36	8,568.00	Plus 15%	1,285.20	9,853.20
8,200 " " Filler		@	.50	4,100.00			4,100.00
74,074 Yard Miles	Haul S.M.	@	.25	18,518.50	" "	2,777.78	21,296.28
10,500 " "	Filler Haul	@	.25	2,625.00			2,625.00
				33,811.50		4,062.98	37,874.48
					Cost of Materials under Alternate "B" →		35,479.00
							$ 73,353.48

Recapitulation of Alternates "A" & "B" - Unit 2

For comparison of bids

Alternate "A"		$ 73,334.40
Alternate "B"	$ 35,479.00	
Work to be done by State Forces	33,811.50	
	69,290.50	
Plus 15% Allowed Contractor on field work	4,062.98	
	$ 73,353.48	$ 73,353.48

77-58

March 27, 1924.

Mr. A. H. Switzer,
Attorney at Law,
Arlington, Oregon.

Dear Sir:

Complying with your request of the 25th inst. please find enclosed herewith copy of State Highway contracts No. 630 and No. 652. These were awarded to Elliott, Scoggin & Pequet for the construction of the Tygh Grade and Tygh Valley Sections of The Dalles-California Highway in Wasco County.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Claisyer,
Chief Clerk.

HBC:LM
Encls.

LAW OFFICE
A. H. SWITZER
ARLINGTON, ORE.

March 25th 1924

State Highway Commission,
Salem, Oregon.

Gentlemen,-

I beg to enclose herewith affidavit of John A. Logan, Jr., referring to labor and material furnished in the construction of The Dalles California Highway, for the purpose of securing copy of original contractor's contract and bond. The Logans were sub-contractors upon a considerable portion of the work, and have had no settlement with the original contracotr since July last.

Will you kindly let me have the copies at your early convenience, and oblige?

Very truly yours,

A. H. Switzer

ANSWERED
H. P
ANSWERED
H. B. G.

STATE OF OREGON, }
County of Gilliam. } ss.

I, John A. Logan, Jr., being first duly sworn, on my oath, do depose and say that I am of the age of seventeen ~~and~~ years, and am a resident of the City of Arlington, Gilliam County, Oregon; that, together with my twin brother Adrian Logan, I have furnished to Messrs. Elliott, Scoggins & Paquet, for and in the building of The Dalles--California Highway, near Tygh Valley, Oregon, between sections 476 and 494, 390 and 408, 421 and 475, and 690 and 705, of said road, large amounts of work and materials; that the said Elliott, Scoggins & Paquet were and are the original contractors with the State of Oregon and County of Wasco, for the building and construction of said road, and that this affiant and his said brother were and are subcontractors under said Elliott, Scoggins & Paquet, for the building and construction of said road; that the amount and value of the aforesaid work and materials is several thousand dollars, but this affiant is at this time unable to give the exact value thereof because of incomplete estimates of the amount of road work accomplished under said subcontract that the amount and value of said work and material remains unpaid from this affiant and his said brother from said Elliott Scoggins & Paquet, the State of Oregon and County of Wasco.

That this affidavit is made for the purpose of securing a certified copy of the original contract and bond of the said Elliott, Scoggins & Paquet, with the State of Oregon.

John A. Logan Jr.

Subscribed and sworn to before me this 25th day of March, A. D., 1924.

Notary Public for Oregon.
My Commission expires
April 2nd, 1924.

#1632 99-88

March 25, 1924

Mr. F. E. McCorkle,
Tygh Valley, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of the 22nd inst. stating that you had a claim in amount $105.95 against Elliott, Scoggin & Paquet for supplies furnished to them inDecember of last year, and asking advice of us concerning the matter.

In reply will say that Elliott, Scoggin & Paquet furnished a bond to the State Highway Commission in connectionwith their contract, which bond was for the purpose of protecting all labor and material claims in connection with their contract. The surety on this bond is the Hartford Accident and Indemnity Company, A. W. Lambert & Son, 404 E. Alder Street, Portland, Oregon, agents.

Would suggest that you file your claim with this company and it will no doubt be given due consideration by them as they are immediately responsible for all claims in connection with this work.

For your further information will say that we are today advising the surety company of the existence of your claim.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

Tygh Valley Ore

March 22-1924

State Highway Commissioners
Salem Oreg.

Elliott, Scoggins and Paquet, contractors for the State Higway, owe me $105.95 for supplies furnished from my garage in Dec. 1923. I have tried several times to get a settlement with them, but they have failed to pay the bill up to the present time.
Could you advise me in regard to the matter.

Yours Veres Truely

F. E. McCorkle

Hartford Acc & Ind. Co
Am. Fruit Ex. Co
404 Exch

MAR 26 1924

ANSWERED
H. B. G.

SMITH

CC. J. E. Peck, Resident Engineer, Tygh Valley, Oregon.

PR #88

March 19, 1924.

Mr. C. H. Warner,
Division Engineer.
The Dalles, Oregon.

Dear Sir:

Receipt is acknowledged of Extra Work Order No. 2 under the contract for the grading of the Tygh Valley Section, which Extra Work Order covers the construction of a flume 765 feet in length, between stations 488 and 503.

Mr. Klein suggests that on account of the large amount of material required for the construction of this flume that quotations for same be obtained from at least two of the material companies, handling corrugated iron flume material. The Armco material specified in the extra Work Order will probably cost considerably more than some of the other brands of materials, and there seems to be little reason to believe that it is a more durable material.

Mr. Klein suggests, also, that a saving of fifty or sixty dollars could be made by purchasing the material direct rather than through the contractor, this saving being in the 5% allowance which would necessarily be made to the contractor in accordance with the provisions governing the handling of Extra Work. If you should consider it desirable to purchase this material direct, it might be well to place your order with the Equipment Department, requesting them to call for competitive quotations giving dates and points of delivery, gauge of metal and other necessary information.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

J:P:TW

CC. J. E. Peck, Resident Engineer, Tygh Valley, Oregon.

COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

The Dalles, Oregon - March 17, 1924

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Attention Mr. S. H. Probert.

Dear Sir:

Enclosed please find Extra Work Order No. 2, Contract No. 632.

This order is approved and recommended for the following reasons:

At the point mentioned where this half round irregation flume is to be constructed, it is in lieu of where inthe original plans 24 inch pipe was called for. This pipe was to be placed under the toe of the fill and completely covered by the same at a point where a slope of the fill practically reaches the White River bank, and where there is danger of the fill settling or sliding, throwing the pipe out of joint, which would cause leaks and wash-outs and also danger of clogging, which would interrupt the irregation.

Therefore, at my suggestion and the approval of Mr. Morris, of the Bureau of Public Roads, we have agreed to construct this 30 inch half round flume in lieu of the pipe, having it on the outside edge of the fill where the same can be watched during the irregation season. The cost will probably be about the same.

Yours very truly,

C. W. Wanzer

C. W. Wanzer,
Division Engineer.

Encl.
CWW-vc

cc J. E. Peck.

Copy/

J. T. ADKISSON, JUDGE
LOU B. KELLY, COMMISSIONER
J. W. HIX, COMMISSIONER

WASCO COUNTY

COUNTY COURT

THE DALLES, OREGON January 12 th. 1924.

RE: DALLES-CALIF. HIGHWAY
THROUGH TOWN OF MAUPIN.

Mr. C.W. Wanser.

Division Engineer State Highway Dept.

The Dalles, Ore.

Dear Mr. Wanser:-

Enclosed please find copy of letter sent thiz date to the City of Maupin, in regard to the right of way through the Town of Maupin. which letter is self explanatory.

It is the desire of the Wasco County Court that the contractors, Bauer & Bauer do no work on either the revised or the orignal line(where affected by the revision) in the Town of Maupin, until we have received the right of way which was promised us, free of cost, if the revised line was adopted. To date the Town of Maupin has furnished us with no right of way on the revised line. We have advised the Town of Maupin, that unless this right of way is secured and turned over to us by Feb. 1 st. 1924, we will request the Highway Commission to construct on the orignal line as located, for which we have all the right of way needed and which can be constructed at a less cost to the State and County, than the revised line, and with no delay.

However if the Town of Maupin will furnish us the free right of way as agreed to, by Feb. 1 st. we are willing to stand the extra cost and have you proceed with the construction of the revised line. In other words we will keep our word and promise if the Town of Maupin will keep theirs.

Yours very truly

Wasco County Court.

by J.T. Adkisson. Judge.

January 12 th. 1924.

RE: RIGHT OF WAY FOR THE DALLES-CALIF. HIGHWAY THROUGH TOWN OF MAUPIN.

To the Hon. Mayor and Council.

Town of Maupin.

Maupin, Ore.

Gentlemen:-

REFERRING TO MATTER OF RIGHT OF WAY for Dalles-California Highwa y through the Town of Maupin.

A.T. Lindley and wife have filed claim of damages amounting to $ 1,000.00 for Right of Way over and through Block 43 of Town of Maupin. In accordance with verbal agreement between citizens of Maupin and State Highway Commission, the State Highway Commission and County Court agreed to change from orignal right of way, as originally secured by County Court, to a right of way that was to be furnished by citizens of Maupin, and said change was with the understanding that right of way was to be deeded free of cost to either Wasco County or State Highway Commission. In as much as the said change would cost Wasco County and Highway Commission $ 4,000.00 additional construction costs, and that the County has the orignal right of way which was secured prior to Incorporation of Maupin, and without costs to said Town of Maupin; the Wasco County Court will request the State Highway Commission to construct Dalles- Calif. Highway upon orignal Right of Wat as secured and owned by Wasco County, unless all right of way covering proposed change is Deeded and Claim of A.T. Lindley withdrawn, on or before February 1 st. 1924.

The County Court has at all times endeavored and complied with the wishes of the citizens of Maupin, as regards Dalles-Californie Highway.

by first having a survey made through your town shortly after the fire, that you could re-construct your town to conform with said highway; by second , having agreed to make a change of Right of Way through Maupin at an additional cost. Now the time for securing the Right of Way for desired change of alignment is short, and it is up to your body to act quick.

It will be absolutely necessary that Dalles-California Highway through Maupin be built upon orignal Right of Way , unless all right of way covering desired change be deeded and claim of A.T. Lindley be withdrawn , on or before February 1 st. 1924.

Kindly give this matter your immediate attention, and act promptly as the time is short!

Yours very truly ,
County Court of Wasco County, Oregon.

by
J.T. Adkisson
Judge.

REFERRED TO
Parkert.
BY R. A. K.
PR 88

The Dalles, Oregon September 27, 1923

RECEIVED SEP 23 1923

Elliott, Seorgin & Paquet,
McKay Building,
3rd & Stark Street,
Portland, Oregon.

BY R. A. K.

REFERRED TO

Gentlemen:

Referring to your contracts with the State Highway Commission for the construction of what is known as The Tygh Valley and Tygh Grade Sections of The Dalles-California Highway, for which you have the contracts, I beg to advise that the progress you are making in the construction of these two units is very unsatisfactory.

While labor conditions have not been of the best, yet they have been improving all over the state as well as weather or working conditions, yet the progress made by you as shown by the last estimate for work done up to and including September 10th, shows a falling off instead of an increased amount of work preformed by you.

The contract for the Tygh Grade Section awarded to you February 6th amounting in dollars and cents, to nearly $200,000.00 only shows that you have completed to the last estimated date, approximately 37½% as being completed and your last estimate being less than $7500.00, away out of proportion to the amount which should have been done and a falling off from your previous estimate.

The contract for the Tygh Valley Section awarded to you February 7th, amounting to approximately $70,000.00, also shows only as having about one-third of the work done and a corresponding decrease as the work progressed. This showing was by far the worst of any progress made by any contractor in this division and I think the whole state at large, particularily when the date of completion of both these jobs, as embodied in the contract, calls for such completion on the last day of next month and less than 40% have been accomplished during the whole working season of this year.

We have been very lenient with you up to the present, knowing that labor conditions were not of the best, but from now on, due to the improvement in the said labor situation and the seeming lack of any disposition on your part to increase your forces in order to make a showing or an effort to push this work, we will insist that your forces are increased immediately and that some spirt of co-operation and earnest desire on your part to push this contract to a completion at an early date, be shown.

Both of these contracts as you well know are Federal Aid Projects and we have had several complaints from the Bureau of Public Roads in regard to the poor progress made on these contracts.

Of a necessity, you will be obliged to ask for an extension of time in which to complete these contracts, as is self-evident from the rate at which you are now progressing that the same can not be completed within the time specified in the contract. At your present rate of progress based upon your last monthly estimate, it will take 17 months to complete the Tygh Grade Section and 9 months to complete the Tygh Valley Section from the date of the last estimate.

For your information, what recommendation will be made by this office in regard to said proposed extention of time, will depend largely upon the progress you make within the next 30 days and upon what assurance and what plans you have in view in regard to the completion of these contracts.

An early statement in regard to such plans and your method of proceeding with this work, is desired at an early date.

Yours very truly,

C. W. Wanzer,
Division Engineer.

CWW/vc

cc R. A. Klein.

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

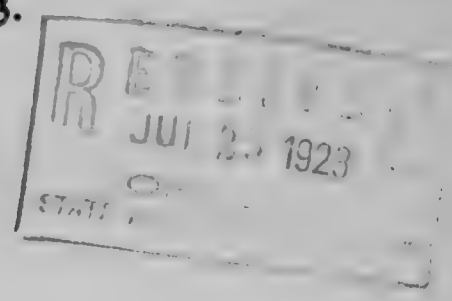
IN YOUR REPLY PLEASE

REFER TO FILE No.....

POST OFFICE BUILDING,
PORTLAND, OREG.

PR-88

July 24, 1923.



Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The project agreements and certificates have been executed to cover Oregon projects Nos. 88, 90, 91, and 96. Enclosed herewith are original copies each of the agreements and certificates for your files.

Yours very truly,
C. H. PURCELL, District Engineer,

By _____
Acting

Form P. R. 2

State ..... Oregon .....

Project No. ..... 88 .....

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

AMENDED FEBRUARY 28, 1919

AND

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

WASHINGTON
GOVERNMENT PRINTING OFFICE
1922

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 26th day of June, 1923

by and between the State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended by act approved February 28, 1919 (40 Stat., 1189), entitled "An Act Making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," and by Act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes":

Whereas the Highway Department of said State submitted on the 5th day of January, 1923, a project statement, which was approved by the Secretary on the 12th day of February, 1923, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 12th day of February, 1923, and approved by the Secretary on the 8th day of June, 1923; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of seventy-two thousand, one hundred nineteen and 33/100

dollars ($72,119.33) as the share of the United States payable under said act on account of said project, which does not exceed 61.13673 per cent of the total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT.

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State from sale of bonds authorized by Legislature under Chapter 175, (Include amount, date, and citation of Laws of 1917, and Chapter 31, Laws of 1920 act of legislature by which authorized.)

*(b) By the county of ..... (Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.) such funds having been placed under the direct control of the Highway Department by ..... (State how placed under direct control of Highway Department.)

*(c) By the county of ..... (Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

*(d) .....

ROAD EMBRACED IN PROJECT.

ARTICLE II. This agreement covers the following road as described in detail in said surveys, plans, and specifications:

Between a point about 6 miles north of Maupin and a point at the south end of Oregon 69 about 2 miles north of Tygh Valley terminal points, a distance of 6.0 miles, known locally as the Tygh Valley Section of The Dalles-California Highway, Wasco County.

CHARACTER AND METHOD OF CONSTRUCTION.

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.

(*b*) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

(c) It is mutually agreed that all existing structures occurring within the terminal limits of the project shall be subject to inspection and approval by the Secretary of Agriculture or his authorized agents, and that any and all such structures not included in such plans and specifications, which in the judgment of the Secretary or his authorized agents require repairs or reconstruction, will be repaired or reconstructed by or under the direction of the Highway Department in accordance with plans and specifications approved by and subject to the inspection and approval of the Secretary or said agents, and without Federal Aid.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT.

ARTICLE IV. The United States pro rata share of the cost of said project shall not in any event exceed

(*a*) the said sum of **seventy-two thousand, one hundred nineteen and 53/100**

dollars, certified to the Secretary of the Treasury as above mentioned, being **61.13673**

per cent of **one hundred seventeen thousand, nine hundred sixty-four and 00/100**

dollars, the approved total estimated cost of said project, nor (*b*) the said per centum of the value of the labor and materials which shall have been actually put into the construction of said project in conformity to said plans and specifications.

PAYMENTS.

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of the said certified sum, or so much thereof as may be due under the terms hereof, to .....

..... (Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the ..... (State or county.) of ..... (Name.)

(Strike out if not appropriate.)

STRICKEN OUT

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to .....

the State Treasurer
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State (State or county.) of Oregon (Name.)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $ 18,341.02 per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT.

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: .....

(Include reference to statute authorizing

RESOLUTION

In view of the fact that the State Highway Commission was authorized by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways.

IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 257 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties for which a suitable contract will be entered into, will be suf-

and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $ 18,341.08 per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT.

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: .....

(Include reference to statute authorizing

RESOLUTION

In view of the fact that the State Highway Commission was authorized by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways.

IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 237 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties for which a suitable contract will be entered into, will be sufficient to maintain all state roads constructed by the State Highway Commission or jointly by the Commission and the Federal Department of Agriculture, as provided for in the Federal Aid Road Act, and

BE IT RESOLVED, that the state assumes responsibility to the Federal Government for the proper maintenance of all highways constructed in cooperation with the Federal Government under any federal act providing for cooperative road construction, the state to make whatever arrangements with the various counties it may deem necessary to meet this obligation in accordance with the laws of the state of Oregon and the Federal Aid Road Act, and any other Federal Law that may have been, or may be, enacted to further road improvement in the State of Oregon.

I, Roy A. Klein, duly appointed Secretary for the Oregon State Highway Commission, hereby certify the above resolution was unanimously adopted by the Oregon State Highway Commission, at its regular meeting held at Salem, Oregon, on August 7, 1917, all members being present and voting, and at a special meeting held in Portland on September 25, 1917, a majority being present and voting, when an amendment was made to the original resolution to make it read as above.

ROY A KLEIN

Secretary

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the ..... ,
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: .....
(Include reference to statute authorizing funds, probable amount annually available, and how will be placed under direct control of Highway Department.)

*(*b*) By the ..... ,
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .....
(Include reference to statute authorizing funds and probable amount annually available.)

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: .....

*(Strike out if not appropriate.)

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 8th day of June, 1923.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department.)

By C. M. Duby
Chairman, State Highway Commission
(Title of officer.)

By H. R. Saunders
Member, State Highway Commission
(Title of officer.)

By N. L. Malone
Member, State Highway Commission
(Title of officer.)

[SEAL.]

By .....
(Title of officer.)

By .....
(Title of officer.)

[SEAL.]

C. M. Ingalsbee
ACTING Secretary of Agriculture.

STRICKEN OUT

Form No. PR. 8

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(*Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, as amended by "An Act making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," approved February 28, 1919, and by "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," approved November 9, 1921 (42 Stat., 212).*)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between a point about 6 miles north of Maupin and a point at the south end of Oregon 69 about 2 miles north of Tygh Valley locally known as the Tygh Valley Section of The Dalles-California Highway, Wasco County, and designated in the records of this Department as Project No. 88, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 117,964.00 as the total estimated cost of said project, and the sum of $ 72,119.33 as the share of the United States, payable under said acts on account of such project, which does not exceed 61.1367% per cent of said total estimated cost.

Done in the District of Columbia, this 8th day of June one thousand nine hundred and Twenty-three, as witness my hand and the seal of the Department of Agriculture.

C. W. Pugsley

ACTING Secretary of Agriculture.

GOVERNMENT PRINTING OFFICE 8—4829

July 25, 1923.

Mr. C. W. Wanser,
Division Engineer ,
The Dalles, Oregon.

PR #88

Dear Sir:

Reference is made to your letter of July 23, transmitting extra work orders covering the building of temporary rights-of-way fence between Stations 535 and 553 of the Tygh Valley Section.

In view of the fact that the construction of this fence is a right-of-way consideration, and therefore payable in full by Wasco County, we would suggest that the contractors render their bill for this work directly against the County, the bill being passed through your hands for approval. The handling of the matter in this manner will eliminate the necessity of our rebilling the County, and will eliminate from our cost records this item of irregular cooperation.

The extra work orders are returned herewith for cancellation unless there is some particular reason why the basis of payment outlined above should not be used.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer .

SHP:AP

CC Mr. J. L. Peck, Res. Engr.,
The Dalles, Oregon.

...ALLIS COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

33PL - Extra Work.
File 53.

SALEM

The Dalles, Ore., July 23, 1923.

RECEIVED
JUL 25 1923

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Enclosed please find order for extra work for building of temporary fence between Stations 535 and 553 of the Tygh Valley Section of The Dalles-California Highway, covered by Contract No. 632.

Ordinarily this building of temporary fences would be borne by the contractor, under the general provisions of the contract applying to the same, but on account of the agreement made with the property owner that the Wasco County Court would rebuild the fence at this place, and the failure to have the materials on hand, the County Court of Wasco County has agreed to stand this cost. As soon as the payrolls covering the cost of this work have been turned in, if you will bill the Wasco County Court for the same they will issue a warrant in payment thereof immediately, as per agreement made with them today.

Yours very truly,

ANSWERED
S. H. Probert

C. W. Wanzer,
Division Engineer.

CWW:kl
Encls.

July 14, 1923

Hartford Accident & Indemnify Company,
430 California Street,
San Francisco, California.

PR-48

Gentlemen:

We have your letter of the 11th inst. making inquiry as to the status of contracts which were awarded to Elliott, Scoggin & Paquet for grading the Tygh Grade and Tygh Valley Sections of the Dalles-California Highway in Wasco County.

In reply will say that the latest available information was on June 10th showing the work to be approximately 17% complete. The total amount paid to the contractor at that time was $33,027.86 and we have a retained percentage of $5,838.45.

In connection with the grading of the Tygh Valley Section, a report on the same date showed that it was approximately 14% complete and that a total amount of $10,626.52 had been paid to the contractors. Our retained percentage amounted to $1,875.44.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Chief Clerk.

RAK:LH

R. M. BISSELL, *President*
CHAS. E. CHASE, *Chairman Board of Directors*

J. COLLINS LEE, *Secretary*
D. J. GLAZIER, *Secretary-Treasurer*
R. C. L. HAMILTON, *Comptroller*

HARTFORD ACCIDENT AND INDEMNITY COMPANY

HARTFORD, CONNECTICUT

DIXWELL HEWITT, *Resident Vice-President*
JOY LICHTENSTEIN
Manager

PLEASE ADDRESS YOUR REPLY TO FIDELITY & SURETY DEPARTMENT
JAMES W. MOYLES, *Superintendent*

PACIFIC DEPARTMENT
430 CALIFORNIA STREET
SAN FRANCISCO

RECEIVED
JUL 13 1923

July 11, 1923.

Mr. Roy A.Klein,
Secretary,
State of Oregon Highway Commission,
Salem, Oregon.

Dear Sir:

Re: Bond #317259 -Elliott, Scoggin & Paquet - Contract to Grade Tygh Valley Section of the Dalles-California Highway.
Bond #317258 -Elliott,Scoggin & Paquet - Contract to grade Tygh Grade Section of the Dalles-California Highway.

We executed the above bonds in February of this year and since that time have had no report as to the status of the matters. We would greatly appreciate your advising us to what extent the work has progressed and in the event that the contracts are completed, we should be advised the dates they were finally accepted and the total amounts paid to the contractors.

Thanking you for this as well as for many past favors, we are

Yours very truly,

Surety Department.

AJ:AM.

ANSWERED
H B.O.
OVER

May 7, 1928.

PRH 88

Fidelity & Deposit Company of Maryland,
c/o R. L. Phinney, Agent,
Casco Building,
Portland, Oregon.

Gentlemen:

This letter is to advise you that it is the intention of the State Highway Commission to make semi-final payment to the Union Bridge Company on contract No. 607, for the construction of a bridge over White River near Tygh, on the Tygh Valley Section of The Dalles-California Highway in Wasco County.

This payment will be made on or after May 17th 1928.

Very truly yours,

ROY A. KLEIN,

State Highway Engineer,

By

Chief Clerk.

RAK:F.

Contract ●●30 - Zysh Sec●●ction
Total amount paid to-date $33,027.86
Retained percent $5,828.45
17 % Complete to June-10

Contract #632 - Zysh Valley Section
Total amount paid to-date $10,627.52
Retained percent $1875.44
14% Complete to June-10-

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS,

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No.....

POST OFFICE BUILDING,
PORTLAND, OREG.

April 30, 1923

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

ATTENTION: MR. McCULLOUGH

Duplicate prints for special box culverts on Oregon Projects Nos. 88 and 89 have been received and are satisfactory as submitted and shown on Drawings Nos. 1965 to 1969 inclusive. Five prints of Drawing No. 1372 have also been received and the details are satisfactory. However, as this drawing applies to both projects, we will require three additional prints, and also two additional prints of each of the Drawings 1965 to 1969, inclusive.

In checking up these culverts we note that on the plans at Sta. 737+75, a 4x4 concrete box culvert is called for under approximately 22-foot fill. We have as yet received no plans for this culvert. Kindly investigate this and submit the necessary information for this drainage structure.

Plans and approval for these projects are being held up pending receipt of these culvert details, and you are requested to rush the additional drawings required in order that these projects may be approved and vouchers passed.

Very truly yours,

[illegible]
District Engineer.

April 20, 1928.

PR#88

Elliott, Scoggin & Paquet,
McKay Building,
Portland, Oregon.

Attention Mr. W. C. Elliott.

Gentlemen:

We are returning to you your letters of April 5th, in which you authorize the State Highway Commission to make all payments due or which may become due on your contracts No. 630, Tygh Grade Section, and 632, Tygh Valley Section, both on The Dalles-California Highway in Wasco County, to the Citizens Bank of Portland, Oregon.

We wish to call your attention to the fact that it will be necessary to have the written consent of your surety, which in this instance is the Hartford Accident & Indemnity Company, before your request can be granted.

All future estimates will be held [redacted] Bond in force until further advised by you.

Very truly yours,

ROY A. KLEIN,

State Highway Engineer,

By

Chief Clerk.

JHcF.

April 24, 1923.

Bureau of Public Roads,
Portland, Oregon

~~22~~ 9988

Gentlemen:

Under separate cover we are today sending you three copies of contract, one of which is certified, for the following projects:

~~88~~ - Tygh Valley, Grading
~~89~~ - Tygh Grade, Grading
~~95 & 70~~ Port Orford-Sixes River, Grading and Surfacing.

As explained in previous letters, our contracts are dated as of the day on which bids were received, although on Federal Aid Projects, the awards are not definitely made until after the necessary approval of the project has been given by your Bureau.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

Dic by J.W.DeSousa.AP

Form No. 39

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date March - 24 -, 1923

Job Name Ogo K. Valley

Week from 19 to 24

Mail Address Ht Hood

Highway Ht Hood Loop

Telegraph or Telephone Address

County Wasco Job Prefix 3=PL

Express and Freight Address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Sub contractor Kennison
started a crew and team and shot on Sec
section 26 Twp 1 So Rge 9 E W M
He was told by Mr Jones to go to work
on Monday the 19th and owing to rainy
day Tuesday did not get started until
Thursday. On Thursday Mar 15th I ran over
the line with the Jones party, to find which
is on the ground & will find on Your land near
sta 645. Last they divided on Station on
White River. When we started runs
are from the present line as staked
and flg. Owing to the fact they had not been ground
to, at the Station 560 Last Summit,
620 to sta 655 When they are ready to work
with will provide a Survey Party another
week.

VOTED WAGES

(See back of this sheet for instructions and detailed information.)

Signed J. Peck

Title Resident Engr

GRADING CONSTRUCTION

Total miles of grading on project 2

Miles completed ..... -

Miles completed except finishing ..... -

Miles covered by contractor's forces 1.5

Miles cross-sectioned 1.5

Miles cross-sections completed and checked ..... -

Miles to be remeasured ..... -

Number men in Engineering Party 1

Contractor's average force for week ..... 12 ..... *men,*

..... 7 ..... *teams,* ..... *steam shovels*

Grading work will be completed about OCT 31-1923.

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem Office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

(NOTE.—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Form No. 39

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Job Name ..... Date ..... March 17 ....., 1923.

..... Week from ..... 12 ..... to ..... 17 .....

..... Mail Address ..... The Dalles .....

Highway ..... Telegraph or Telephone Address " " .....

County ..... Job Prefix 33 PL Express and Freight Address .....

RECEIVED MAR 21 1923 STATE HIGHWAY COMMISSION

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Spent the forenoon on section 6K
Line 14 and passed the end of route,
left at 1 P.M. and drove down out pit
inspected it. Instructed Contractor
Crew to continue operations
Contractor suggested that they retain
enough on the last two 8' x 12' Culvert
until we had some more fill.

Returned to Wasco on the 15th and
took up the matter of Pay with Mr Kingsbury
he instructed me that Supt. Atkinson
said we could go in any time.

On the Morning of the 16th Mr Cowell telephoned
me and said that Supt. wanted to start
on the south side of White River. I told him
we could start any time according to Construction
of the R. He started to grade out for and the
Engineer parties to do Necessary Work Crew

Mr Supt-Contractor talk Kingsbury and I in regards
with Mr Galloway but we could not go in. I instructed
Mr Kingsbury to proceed along the old road and
obtain R/W as usual we agreed

Signed ..... D E Teal

Title ..... Res Engr

(See back of this sheet for instructions and detailed information.)

NOTED
MAR 24
WANASH

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week .....men,

.....teams, ...steam shovels

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week .....men,

..... teams, ...trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem Office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

(NOTE.—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week .....men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

The Bureau of Public Roads,
Post Office Bldg.,
Portland, Oregon.

March 6, 1923.

P R - 66

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for project agreement on the Tygh Valley Section, Oregon Project #66.

Yours very truly,

HERBERT HUNT
State Highway Engineer

By

Office Engineer

Dict. by J. W. DeSouza

KH

enc.

OREGON STATE HIGHWAY DEPARTMENT

PROJECT NO. 88

TYGH VALLEY SECTION OF THE DALLES-CALIFORNIA HIGHWAY IN WASCO COUNTY

(Estimate as basis for project agreement - Grading based on contract prices)

Salem, Oregon, March 5, 1923.

All Required		Clearing and Grubbing		$ 250.00
37,000	Cu. Yds.	Common Excavation	$ .30	11,100.00
10,000	" "	Intermediate Excavation	.50	5,000.00
34,000	" "	Solid Rock Excavation	1.25	42,500.00
18,000	Sta. Yds.	Overhaul	.05	900.00
960	Lin. Ft.	12" Corr. Galv. Iron Pipe	1.50	1,440.00
340	" "	18" " " " "	2.50	850.00
920	" "	24" " " " "	3.50	3,220.00
100	" "	36" " " " "	6.00	600.00
20	Cu. Yds.	Class "A" Concrete	30.00	600.00
66	" "	Class "C" Concrete	30.00	1,980.00
2,000	Lbs.	Metal Reinforcement	.10	200.00
				$ 68,640.00
Surfacing				
4,200	Lin. Ft.	Guard Fence	1.00	4,200.00
15,000	Cu. Yds.	Surfacing	2.60	33,000.00
1,500	" "	Filler	.40	600.00
				38,600.00
			Sub-total	$ 107,240.00
			10% Engr. & Cont.	10,724.00
			Total	$ 117,964.00

Length of project 6.0 miles

Cost per mile $19,660.66

State Funds Available $ 45,044.67

Federal Aid Requested 72,119.33

$ 117,964.00

Federal Aid Recommended _____

January 27th, 1923.

Bureau of Public Roads,
Post Office Building,
Portland, Oregon.

P. H. 88.

Gentlemen:

Herewith we are enclosing six copies of the estimate and unit price analysis and four copies of the special provisions on the Tygh Valley Section, Oregon Project No. 78.

We are today forwarding, under separate cover, four blue print sets of the plans and one blue print set of the cross-sections. We are also sending one copy of the special provisions and plans for the structure being constructed across White River. This is a non-participation structure.

There is also another small concrete structure on this section which was built by the County, and is shown on the plans as being in good condition. Incase it should be necessary for you to have the detailed plans of this structure, please advise us and we will endeavor to secure them from the County. At this time, however, we have no data on this structure in our office.

Very truly yours,

HERBERT KUNN
State Highway Engineer.

By

Office Engineer.

Dic by J. W. DeSouza.
JP
Enclosures.

Oregon State Highway Department — Prospect No.88

Tygh Valley Section of The Dalles-California Highway in Wasco County.

(Estimates with plans. Not as basis for project agreement)

Salem, Oregon, January 27, 1923.

All Required	Clearing and Grubbing			$ 500.00
37,000 Cu. Yds.	Common Excavation		.30	11,100.00
10,000 " "	Intermediate Excavation		.60	6,000.00
34,000 " "	Solid Rock Excavation		1.25	42,500.00
18,000 Sta. Yds.	Overhaul		.05	900.00
960 Lin. Ft.	12" Culvert Pipe		1.60	1,536.00
340 " "	18" " "		2.50	850.00
920 " "	24" " "		3.25	2,990.00
100 " "	36" " "		4.50	450.00
20 Cu. Yds	Class "A" Concrete		35.00	700.00
64 Cu. Yds	Class "C" Concrete		27.00	1,782.00
2,000 Lbs.	Metal Reinforcement		.10	200.00
4,800 Lin. Ft.	Guard Fence		1.00	4,800.00
15,000 Cu. Yds.	Surfacing		2.60	39,000.00
1,500 Cu. Yds.	Filler		.40	600.00
			Sub-total	$108,108.00
			10% Engr. & Cont.	10,810.80
			Total	$ 118,918.80

Length of Project 6.0
Cost per mile $19,819.80

State Funds Available	$116,918.80
Federal Aid Requested	2,000.00
	$118,918.80

Oregon State Highway Department — Project No. 88.

Tygh Valley Section of The Dalles-California Highway in Wasco County.

Analysis of estimated surfacing price

Royalty	$ .05
Quarrying & Crushing	1.35
Hauling (2.6 mi. @ .25)	.65
Spreading and finishing	.20
	2.25
Profit	.35
Est. bid price	$ 2.60

SPECIAL PROVISIONS

Tyeh Valley Section, Grading

ALTERNATE BIDS ON CULVERT PIPE

Contractors are required to submit alternate bids on cement concrete and corrugated galvanized iron types of culvert pipe. The State Highway Commission will reject as informal, any proposal which does not contain bid prices for both types.

BRIDGE ACROSS WHITE RIVER

The contractor shall conduct his operations in such manner as to not interfere with the operations of the contractor who is constructing the bridge over White River.

The State Highway Commission gives no assurance that the White River Bridge will be available for the use of the grading contractor at any time during the progress of the work under this contract, and the State Highway Commission will not be responsible to the grading contractor for any delay or extra cost that he may suffer due to the failure of the bridge contractor to complete the structure as expected.

BROKEN STONE OR GRAVEL SURFACING

Preparation of Subgrade:

Before spreading the surfacing the contractor shall, by means of blades, graders, fresnoes, or other suitable equipment, shape up the roadbed, bringing same to uniform crown and grade, with a surface free from ruts, humps and depressions.

The subgrade shall be prepared only a short distance ahead of the surfacing operations, and after having once been prepared shall be maintained true to crown, grade, and uniform surface.

In no event shall any surfacing materials be placed upon any section of the subgrade which is not, in the opinion of the Engineer, in a condition suitable and satisfactory for surfacing.

Width, Thickness and Number of Courses:

The surfacing shall, in general, be constructed to the width, thickness and cross-section indicated on the plans, or on the typical cross-section sheet attached hereto. These features shall, however, be subject to such reasonable variation as the Engineer may order, to properly take care of varying character of subgrade and other un-uniform conditions that may exist or that may be encountered during the progress of the work.

Materials:

Materials for surfacing shall be sound, tough and durable broken stone or gravel. It shall be free from soft or disintegrated particles, clay, loam and other objectionable matter.

Sizes of Materials:

Materials for base course shall all pass a screen having one and one-half (1½) inch circular openings, and shall be well graded from the maximum size to dust.

Materials for the top course shall all pass a screen having one (1) inch circular openings, and shall be well graded from the maximum size to dust.

Means to Prevent Separation of Materials:

In the handling of materials the contractor shall use means which will prevent, as far as possible, a separation of the fine from the coarse materials. As far as possible materials in being transferred into stock piles, bins or vehicles shall be dropped vertically.

Hauling:

To assist in the compacting of surfacing materials, the contractor will be required, as far as practicable, to do his hauling over the surfacing as it is placed; to construct the surfacing beginning at the point of loading and working away from that point; and to construct the entire base course from any set up before beginning construction of the top course from that particular set up.

Dragging:

The contractor shall do such blading and dragging of both the base and top courses as may be necessary to bring them to a uniform grade and crown with a smooth and even surface and as may be necessary to maintain them free from ruts and true to the crown, grade and surface to which they are first constructed. They shall be so maintained until covered, or until all surfacing to be constructed under the contract is completed.

Finishing Shoulders and Cleaning Ditches:

After the surfacing has been placed and compacted, the earth shoulders shall be leveled down and the entire roadbed, inclusive of ditches, trimmed up so as to provide a uniformly crowned and well drained cross-section, as indicated on the plans. All excess excavated materials and all loose stones and rock fragments that may be dragged to the surface, shall be deposited on the sides of embankments or otherwise disposed of to the satisfaction of the Engineer.

Measurement and Payment:

Payment for the construction of surfacing as above specified shall be made at the price bid per cubic yard for surfacing of the particular class involved. The quantity

to be paid for shall be the number of cubic yards of cubic yards of surfacing materials furnished, delivered and incorporated in the work. Measurement shall be loose measure aboard trucks or other conveyances at the point of loading.

The unit price bid shall be understood to cover preparation of subgrade, the furnishing, screening, crushing, hauling, spreading and compacting of materials, the trimming of shoulders, the cleaning out of ditches, and all other work involved in the construction of the finished surfacing, at the grade and to the cross-section indicated on the plans, and in accordance with these provisions.

Any rolling or sprinkling that may be required will be paid for as "extra work" or will be done by state forces. Filler will be paid for as specified hereinafter.

FILLER

Where the engineer so directs, there shall be added to and incorpora ted with the surfacing materials, a "filler" of sand, loam or other suitable material. Materials for this purpose shall be obtained from such sources as the Engineer may select, and shall be dry and finely pulverized.

The course of surfacing in connection with which the filler is to be used, shall, immediately before the application of the filler, be shaped up and brought to uniform crown, cross section and grade, free from all ruts and inequalities. The filler shall then be spread uniformly over the course of surfacing, the spreading to be done by hand from piles of filler material dumped at convenient intervals alongside the work. The quantity of filler to be used shall be as the engineer may order.

In no case shall filler material be obtained from embankment shoulders, or slopes, and when filler material is obtained from within the right-of-way limits, the excavation therefor shall be left neatly trimmed and properly drained.

Filler shall be paid for at the price bid per cubic yard, loose measure, for that item. This price shall be understood to include and cover the excavation, hauling, and spreading of the filler material and the incorporation of same with the surfacing materials in accordance with these specifications; provided, however, that for such filler material as must be hauled more than five hundred (500) feet the contractor will be paid in addition to his bid price for filler a price for "filler-haul" of twenty-five (25) cents per cubic yard for each mile, or fraction thereof, of haul in excess of five hundred 9(500)feet.

When filler materials are obtained and hauled in such manner as to be not susceptible of accurate measurement, the quantity to be paid for shall be estimated by the engineer in such manner as appears to him to be most equitable.

6-10-22

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS.
DISTRICT NO. 1.

POST OFFICE BUILDING,
PORTLAND, OREG.

IN YOUR REPLY PLEASE
REFER TO FILE No.....

January 11, 1923.

RECEIVED
JAN 12 1923
STATE OF OREGON

Mr. Herbert Nunn,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We have just received project statement for Oregon 88, (Maupin-White River Grade section of The Dalles-California Highway). In accordance with telephone coversation with your office yesterday, we are returning this project statement herewith, having detached sketch map which will be attached to project statement for Oregon 89 when the latter is received.

Yours very truly,
C. H. PURCELL, District Engineer,

By _____
Acting

STATE Oregon

PROJECT NO. 88
(Not to be filled in.)

Form P R 1
BUREAU OF PUBLIC ROADS
U. S. DEPT. OF AGR.

PROJECT STATEMENT

AS REQUIRED BY

FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916, AND AMENDED BY ACT APPROVED FEBRUARY 28, 1919.

(Date) January 5, 1923

THE SECRETARY OF AGRICULTURE,
Washington, D. C

SIR:

The State of Oregon, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat. 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder,

does hereby submit by its State Highway Commission
constituting the State Highway Department of said State, this project statement for the rural post road herein described, which it is proposed to construct under the provisions of said Act and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Act. The work will be done under the direct supervision of the State Highway Department under authority of Chapter 71, Laws of 1920
(Cite statutes and resolutions or orders giving Highway Department jurisdiction.)
, in strict conformity to the provisions of the said Act and to said Rules and Regulations. After construction of the said road it will be properly maintained by State Highway Department assumes responsibility for maintenance

1. Local name of road Tygh Valley Section of The Dalles-California Highway
2. Located between Maupin and Dufur, County of Wasco
3. Points of beginning and ending Sta. 369 +54.4 at top of the White River Grade to Sta. 662+62.6 at foot of the Tygh grade
4. Length in miles (gross) 6.0 (net) 6.0

NOTE.—In preparing the Project Statement attention is directed to the Rules and Regulations. In all cases a sketch plan shall accompany statement.

9—4256

5. Miles of project used as post route ____; miles not used as post route ____ to maximum

6. If a major portion of the project is not a post route, or if the project is not a "connecting link," give the fa
the general status along the entire project as follows: Whether the country is thickly or sparsely settled; if the la
probability of increased settlement; the purposes for which the contiguous lands are used, their fertility and general chara
whether desired for and capable of more intensive development; and such further facts as will tend to show the general cha
acter of the community in which the road is located and the need for and desirability of constructing or improving the same.

(Use additional sheets, if necessary, and indicate the sections referred to by same letters as on sketch map.)

7. Places on the project having a population of 2,500 or more as shown by the latest Federal census and mileage of each None

8. Tolls collected on roads or bridges on this project, if any None

9. Is project part of State's five-year program heretofore submitted? No

10. Purpose project will serve and relation it bears to the road system of the State. (See Reg. 3, Sec. 1, and Reg. 4, Sec. 1.) Portion of the Dalles-California Secondary Federal Aid Highway

11. Improved roads adjacent or contiguous and type of each Proposed Federal Aid Project on north. Unimproved earth road on south

(Give distinguishing marks to identify on sketch map.)

12. Through traffic, approximate average daily number of (*a*) trucks 20, (*b*) passenger motor vehicles 30, and (*c*) horse-drawn vehicles 4

13. Local traffic, approximate average daily number of (*a*) trucks ____, (*b*) passenger motor vehicles ____, and (*c*) horse-drawn vehicles ____

14. Description and present condition of traveled way Unimproved earth road

5—1256

15. Proposed width of surfacing 18; feet between ditches 24; approximate maximum gradient 8 per cent.

16. Proposed type of construction grading and surfacing

17. Location, nature, and extent of deposits of local materials suitable for use on this project quarries Stas. 586 and 728+28

(Where practicable show by distinguishing marks on sketch map.)

18. Location and length of each bridge to be built or rebuilt requiring a length of more than 20 feet 225 foot structure at Sta. 552 now being built under separate contract

(Designate each by the same distinguishing marks as on sketch map.)

No Federal Aid requested

19. State's share of cost of construction will be provided by State

(State or (and) county.)

20. Amount of funds which are will be available for construction: (a) State $ 105,444.26 and any additional amounts required. Sale of bonds authorized

RESOLUTION

In view of the fact that the State Highway Commission was authorized by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways;

IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 237 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties for which a suitable contract will be entered into, will be sufficient to maintain all state roads constructed by the State Highway Commission or jointly by the Commission and the Federal Department of Agriculture, as provided for in the Federal Aid Road Act; and

BE IT RESOLVED, that the state assumes responsibility to the Federal Government for the proper maintenance of all highways constructed in cooperation with the Federal Government under any federal act providing for cooperative road construction, the state to make whatever arrangements with the various counties it may deem necessary to meet this obligation in accordance with the laws of the State of Oregon and the Federal Aid Road Act, and any other Federal Law that may have been, or may be, enacted to further road improvement in the State of Oregon.

I, Roy A. Klein, duly appointed Secretary for the Oregon State Highway Commission, hereby certify that the above resolution

18. Location and length of each bridge to be built or repaired requiring a length of more than [illegible]

225 feet structure at Sta. 532 now being built under separate contract

(Designate each by the same distinguishing marks as on sketch map.)

No Federal Aid Requested

19. State's share of cost of construction will be provided by... State

(State or (and) county.)

20. Amount of funds which are / will be available for construction: (a) State... $ 105,444.26 and any additional amounts required. Sale of bonds authorized

R E S O L U T I O N

In view of the fact that the State Highway Commission was authorized by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways;

IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 237 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties for which a suitable contract will be entered into, will be sufficient to maintain all state roads constructed by the State Highway Commission or jointly by the Commission and the Federal Department of Agriculture, as provided for in the Federal Aid Road Act; and

BE IT RESOLVED, that the state assumes responsibility to the Federal Government for the proper maintenance of all highways constructed in cooperation with the Federal Government under any federal act providing for cooperative road construction, the state to make whatever arrangements with the various counties it may deem necessary to meet this obligation in accordance with the laws of the State of Oregon and the Federal Aid Road Act, and any other Federal Law that may have been, or may be, enacted to further road improvement in the State of Oregon.

I, Roy A. Klein, duly appointed Secretary for the Oregon State Highway Commission, hereby certify that the above resolution was unanimously adopted by the Oregon State Highway Commission, at its regular meeting held at Salem, Oregon, on August 7, 1917, all members being present and voting, and at a special meeting held in Portland on September 25, 1917, a majority being present and voting, when an amendment was made to the original resolution to make it read as above.

Roy A. Klein

Secretary.

22. List of certified copies of resolutions or orders, if any, attached hereto or previously submitted, by State Highway Department respecting the State funds which are or will be available for construction

23. List of attached or previously submitted certified copies of resolutions or orders by the county or other local subdivision of the State respecting the funds which are or will be available for construction and maintenance. (See Sec. 5, Reg. 4)

24. List of forms of the contract and of the contractor's bond attached hereto or previously submitted and proposed to be used in connection with this project State Highway Department standard forms of contract and bond

S 4256

25. Reconnaissance estimate of cost of project:

Made by ..... Date ....., 19....

Approximate Quantity.	Unit.	Item.	Price.		Amount.	
	Cu. yds.	Excavation, ____% rock				
	Sq. yds.	Surfacing of				
All Required		Clearing and Grubbing			500	00
36,500	cu.yds	Common Excavation		27	9,855	00
10,000	cu.yds	Intermediate Excavation		60	6,000	00
32,500	cu.yds	Solid Rock Excavation	1	00	32,500	00
18,000	Sta.yds	Overhaul		05	900	00
		Structures of 20′ span or under				
		Structures over 20′ span				
		Other items				
960	lin.ft.	12" Culvert Pipe	1	57	1,507	20
340	lin.ft.	18" " "	2	35	799	00
920	lin.ft.	24" " "	3	12	2,870	40
100	lin.ft.	36" " "	4	55	455	00
45	cu.yds	Class "A" Concrete	35	00	1,575	00
55	cu.yds	Class "C" Concrete	27	00	1,485	00
1,800	lbs	Metal Reinforcement		10	180	00
4,200	lin.ft.	Guard Fence	1	25	5,250	00
13,000	cu.yds	Broken Stone Surfacing	2	60	33,800	00
				Subtotal	97,675	60
				10% Engineering and Contingencies	9,767	66
				Total	107,444	26

Length, 6.0 miles.

Cost, $ 17,907.37 per mile.

This estimate approved by:

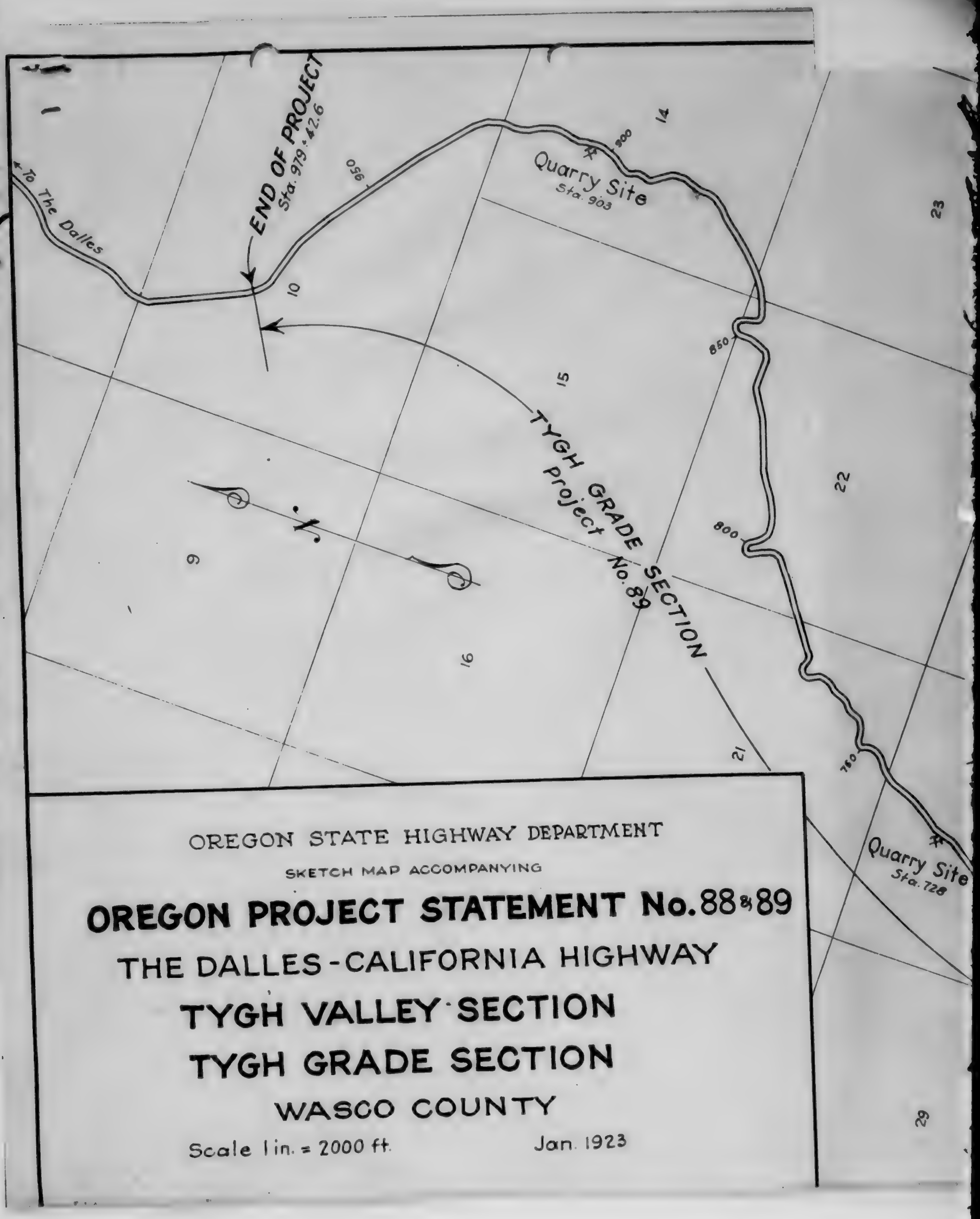
Office Engineer

(Title) .....

26. Amount of Federal aid desired $2,000.00

(State in lump sum or percentage, but not both.)

8—4256



OREGON STATE HIGHWAY DEPARTMENT

SKETCH MAP ACCOMPANYING

OREGON PROJECT STATEMENT No. 88 & 89

THE DALLES - CALIFORNIA HIGHWAY

TYGH VALLEY SECTION

TYGH GRADE SECTION

WASCO COUNTY

Scale 1 in. = 2000 ft.

Jan. 1923

LEGEND
Federal Aid Project
Unimproved Road
23
26
35
36
T.3 S.
T.4 S.
2
27
34
3
28
Quarry Site
Sta. 728
700
BEGINNING OF PROJECT
Sta. 662+62.6
33
600
650
Tygh
TYGH VALLEY
4
29
9

LEGEND
Federal Aid Project
Unimproved Road
23
26
35
36
T.3 S.
T.4 S.
2
27
34
3
28
33
4
29
9
BEGINNING OF PROJECT
Sta. 662+62.6
Quarry Site
Sta. 728
700
650
600
Tygh
TYGH VALLEY

R. 14 E.
R. 13 E.

RIVER

BEGINNING OF PROJECT
Sta. 369 + 54.4

Quarry Site
Sta. 385

400

450

500

550

350

WHITE

Creek

Bridge under separate Contract
No Federal Aid Requested.

SECTION

VALLEY
Project No. 88

TYGH

VALLEY

7
12
18
13
2
11
14
23
10
15
22
9

MAUPIN
POP. 198

MAUPIN - WHITE RIVER GRADE SECTION

Quarry Site Sta. 160

T.4S.
T.5S.

29
19
30
31
32
24
300
25
250
36
200
50
100
150
26
35

Existing Overcrossing

To Madras

O-W. R.R. & N. Co.

OREGON TRUNK R.R.

DESCHUTES RIVER

MAUPIN
POP. 198

Quarry Site
Sta. 160

T. 4 S.

T. 5 S.

50

100

150

200

250

9

21

32

31

30

29

36

35

R GRADE SECTION

STATE ..... Oregon .....

PROJECT NO. ..... 88 .....
(Not to be filled in.)

Form P R 1. 1
BUREAU OF PUBLIC ROADS
U. S. DEPT. OF AGR.

PROJECT STATEMENT

AS REQUIRED BY

FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916, AND AMENDED BY ACT APPROVED FEBRUARY 28, 1919.

(Date) ..... January 5, 1923 .....

THE SECRETARY OF AGRICULTURE,
Washington, D. C

SIR:

The State of ..... Oregon ....., pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat. 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder,

does hereby submit by its ..... State Highway Commission .....
constituting the State Highway Department of said State, this project statement for the rural post road herein described, which it is proposed to construct under the provisions of said Act and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Act. The work

will be done under the direct supervision of the State Highway Department under authority of ..... Chapter 81 .....
..... Laws of 1920 .....
(Give statutes and resolutions or orders giving Highway Department jurisdiction.)
....., in strict conformity to the provisions of the said Act and to said

Rules and Regulations. After construction of the said road it will be properly maintained by ..... State Highway .....
..... Department assumes responsibility for maintenance .....

1. Local name of road ..... Maupin-White River grade section of The Dalles-Calif. Highway .....
2. Located between ..... Maupin ..... and ..... White River Grade ..... County of ..... Wasco .....
3. Points of beginning and ending ..... From Sta. 0+27.0 at Deschutes River Maupin to Sta. 309+564 at top of White Riv. Grade, approx. 4 mi. so. of Tygh Valley .....
4. Length in miles (gross) ..... 18 miles ..... (net) ..... 6.9 miles .....

NOTE.—In preparing the Project Statement attention is directed to the Rules and Regulations. In all cases a sketch plan shall accompany statement.

8—4214

5. Miles of project used as post route _____; miles not used as post route _____

6. If a major portion of the project is not a post route, or if the project is not a "connecting link," give the facts showing the general status along the entire project as follows: Whether the country is thickly or sparsely settled; if the latter, the probability of increased settlement; the purposes for which the contiguous lands are used, their fertility and general character; whether desired for and capable of more intensive development; and such further facts as will tend to show the general character of the community in which the road is located and the need for and desirability of constructing or improving the same.

(Use additional sheets, if necessary, and indicate the sections referred to by same letters as on sketch map.)

7. Places on the project having a population of 2,500 or more as shown by the latest Federal census and mileage of each None

8. Tolls collected on roads or bridges on this project, if any None

9. Is project part of State's five-year program heretofore submitted? No

10. Purpose project will serve and relation it bears to the road system of the State. (See Reg. 3, Sec. 1, and Reg. 4, Sec. 1.) Portion of The Dalles-California Secondary Federal Aid Highway

11. Improved roads adjacent or contiguous and type of each Unimproved earth road North and South (Give distinguishing marks to identify on sketch map.)

12. Through traffic, approximate average daily number of (*a*) trucks 20, (*b*) passenger motor vehicles 50, and (*c*) horse-drawn vehicles 4

13. Local traffic, approximate average daily number of (*a*) trucks _____, (*b*) passenger motor vehicles _____, and (*c*) horse-drawn vehicles _____

14. Description and present condition of traveled way Unimproved earth road.

15. Proposed width of surfacing 18'; feet between ditches 24; approximate maximum gradient 5 per cent.

16. Proposed type of construction Grading and Surfacing

17. Location, nature, and extent of deposits of local materials suitable for use on this project quarries Stations 160, 585

(Where practicable show by distinguishing marks on sketch map.)

18. Location and length of each bridge to be built or rebuilt requiring a length of more than 20 feet none

(Designate each by the same distinguishing marks as on sketch map.)

19. State's share of cost of construction will be provided by State

(State or (and) county.)

20. Amount of funds which are/will be available for construction: (a) State $82,471.69 and any additional amounts required. Sale of bonds authorized

(Amount.) (Source; refer to statute.)

(b) County

(Amount.) (Source; refer to statute.)

21. Funds for maintenance to be provided by State

RESOLUTION

In view of the fact that the State Highway Commission was authorised by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways;

IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 237 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties for which a suitable contract will be entered into, will be sufficient to maintain all state roads constructed by the State Highway Commission or jointly by the Commission and the Federal Department of Agriculture, as provided for in the Federal Aid Road Act; and

BE IT RESOLVED, that the state assumes responsibility to the Federal Government for the proper maintenance of all highways constructed in cooperation with the Federal Government under any federal act providing for cooperative road construction, the state to make whatever arrangements with the various counties it may deem necessary to meet this obligation in accordance with

19. State's share of cost of construction will be provided by State

(State or (and) county.)

20. Amount of funds which are will be available for construction: (a) State $82,471.69 and any additional amounts required. Sale of bonds authorized

(Amount.) (Source; refer to statute.)

(b) County

(Amount.) (Source; refer to statute.)

21. Funds for maintenance to be provided by State

RESOLUTION

In view of the fact that the State Highway Commission was authorized by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways;

IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 237 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties for which a suitable contract will be entered into, will be sufficient to maintain all state roads constructed by the State Highway Commission or jointly by the Commission and the Federal Department of Agriculture, as provided for in the Federal Aid Road Act; and

BE IT RESOLVED, that the state assumes responsibility to the Federal Government for the proper maintenance of all highways constructed in cooperation with the Federal Government under any federal act providing for cooperative road construction, the state to make whatever arrangements with the various counties it may deem necessary to meet this obligation in accordance with the laws of the State of Oregon and the Federal Aid Road Act, and any other Federal Law that may have been, or may be, enacted to further road improvement in the State of Oregon.

I, Roy A. Klein, duly appointed Secretary for the Oregon State Highway Commission, hereby certify that the above resolution was unanimously adopted by the Oregon State Highway Commission, at its regular meeting held at Salem, Oregon, on August 7, 1917, all members being present and voting, and at a special meeting held in Portland on September 25, 1917, a majority being present and voting, when an amendment was made to the original resolution to make it read as above.

Roy A. Klein

Secretary.

2[illegible] List or certified copies of resolutions [illegible] any [illegible]

Department respecting the State funds which are or will be available for construction.....

.....

.....

23. List of attached or previously submitted certified copies of resolutions or orders by the county or other local subdivision of the State respecting the funds which are or will be available for construction and maintenance. (See Sec. 5, Reg. 4).....

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24. List of forms of the contract and of the contractor's bond attached hereto or previously submitted and proposed to be used in connection with this project State Highway Department standard forms of contract and contractor's bond

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.....

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8—4246

25. Reconnaissance estimate of cost of project:

Made by _____ Date _____, 19____

Approximate Quantity.	Unit.	Item.	Price.		Amount.	
	Cu. yds.	Excavation, ____% rock				
	Sq. yds.	Surfacing of				
All Required		Clearing & Grubbing			200	00
48,500	cu.yds	Common Excavation		27	13,095	00
8,500	cu.yds	Intermediate Excavation		.60	5,100	00
8,500	cu.yds	Solid Rock Excavation	1	00	8,500	00
17,000	sta.yds	Overhaul		05	850	00
		Structures of 20′ span or under				
		Structures over 20′ span				
1,320	lin.ft	Other items 12" Culvert Pipe	1	57	2,096	10
740	lin.ft	18" Culvert Pipe	2	35	1,739	00
180	lin.ft	24" Culvert Pipe	3	12	561	60
60	cu.yds	Class "C" Concrete	27	00	1,620	00
60	cu.yds	Rubble Masonry	12	00	720	00
535	lin.ft	Guard Fence	1	25	668	75
15,000	cu.yds	Surfacing	2	72	40,680	00
2,000	cu.yds	Filler		50	1,000	00

Length, 6.9 miles.
Cost, $ 12,242.27 per mile.

Subtotal	75,792	45
10% Engineering and Contingencies	7,679	24
Total	84,471	69

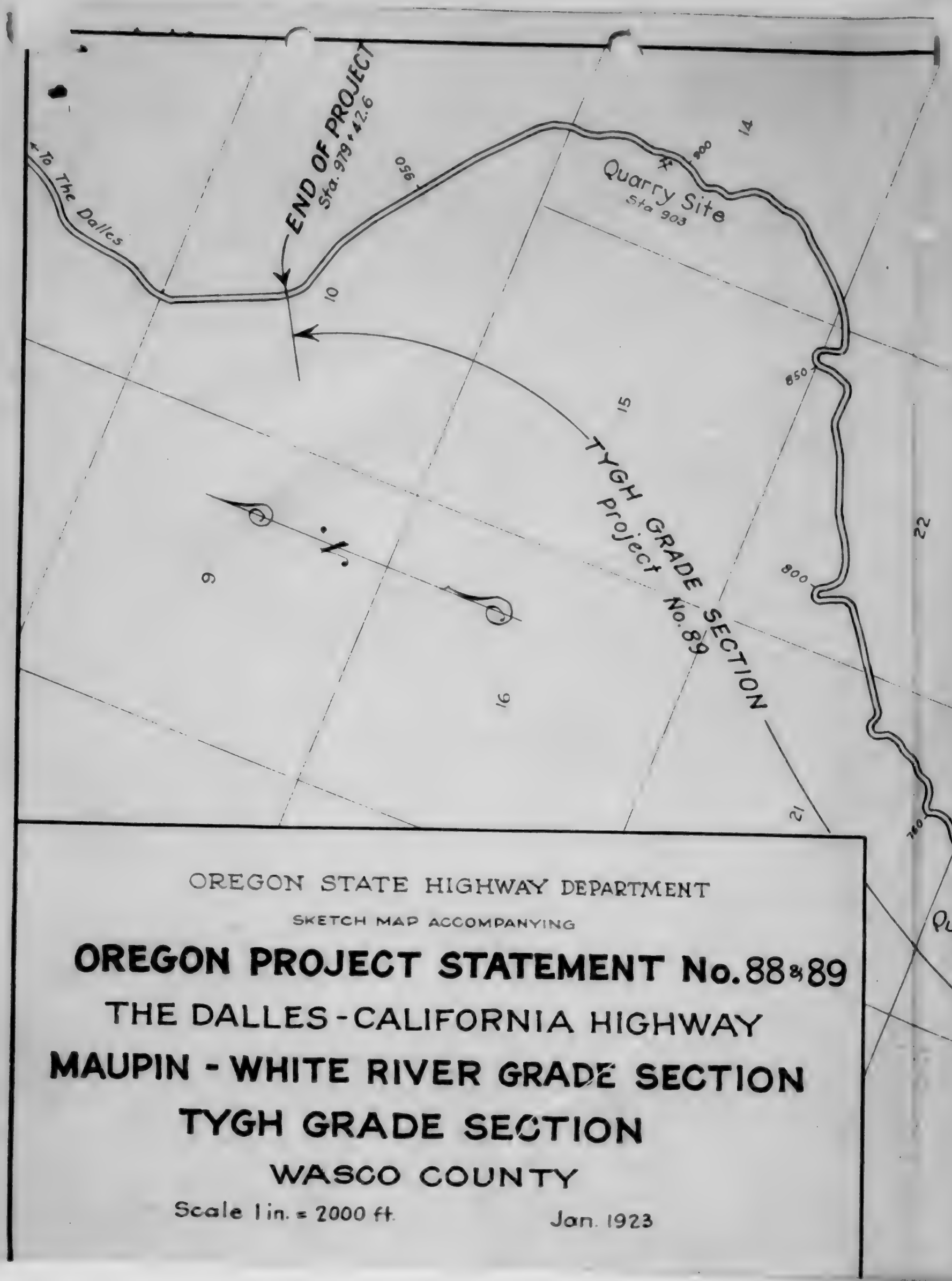
This estimate approved by:

_____

(Title) Office Engineer

26. Amount of Federal aid desired $42,000.00
(State in lump sum or percentage, but not both.)

8—4256



OREGON STATE HIGHWAY DEPARTMENT

SKETCH MAP ACCOMPANYING

OREGON PROJECT STATEMENT No. 88 & 89

THE DALLES - CALIFORNIA HIGHWAY

MAUPIN - WHITE RIVER GRADE SECTION

TYGH GRADE SECTION

WASCO COUNTY

Scale 1 in. = 2000 ft.

Jan. 1923

LEGEND

Federal Aid Project

T. 3 S.
T. 4 S.

BEGINNING OF PROJECT
Sta. 662+62.6

Quarry Site
Sta. 728

TYGH VA

Tygh

650

700

750

2

3

4

22

23

26

27

28

33

34

35

36

END OF PROJECT
Sta. 369+54.4

Quarry Site
Sta. 385

R. 14 E.
R. 13 E.

T. 4 S.
T. 3 S.

WHITE RIVER

Tygh Creek

TYGH VALLEY

400
450
500
550

MAUPIN - WHITE RIVER GRADE SECTION
Project No. 88

END OF PROJECT
Sta. 369+54.4

Quarry Site
Sta. 385

29
30
35
36
26
19
18
23
22
24
200
250
300
350

Existing Overcrossing

To Madras

BEGINNING OF PROJECT Sta. 5+27

O-W R R & N. Co.

OREGON TRUNK R.R.

DESCHUTES RIVER

MAUPIN POP. 198

Quarry Site Sta. 160

T.4 S.

T.5 S.

PROFILE GRADE SECTION

No. 88

21

29

30

31

32

35

36

50

100

150

200

250

CONTRACT #609,

PR-6 Unit 2, Sarvice Cr.-Valades 1922-1924
Ranch, John Day Hwy.
609

July 23, 1924

United States Fidelity & Guaranty Co.,
c/o C. C. Price, Manager,
1208 Porter Building,
Portland, Oregon.

Gentlemen:

Complying with your request of the 22nd inst. instructions have been given to hold up final payment to Metzger & Johnson in connection with their contract for the construction of the Service Creek-Valadez Ranch Section of the John Day Highway until you have completed your investigations of the claim of the Standard Oil Company against those contractors.

Final warrant will not be issued until we hear from you further.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glatzmayer,
Chief Clerk.

HBG:LM

CAPITAL PAID IN CASH $5,000,000.

UNITED STATES FIDELITY AND GUARANTY COMPANY
PORTLAND OFFICE
C. O. PRICE, MANAGER
1208 PORTER BUILDING

BROADWAY 1755

PORTLAND, ORE.,

July 22, 1924.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon

Dear Sir:

RE: METZGER & JOHNSON

I have your favor of July 16th, advising that on the 26th instant you will make final payment to Metzger & Johnson under their contract for the construction of the Sarvice Creek-Valades Ranch Section of the John Day Highway, this payment amounting to $309.13.

We have recently had some correspondence with the Walla Walla, Washington, office of the Standard Oil Company, regarding a bill of $489.39 for supplies furnished Metzger & Johnson on this particular contract. This bill is still unpaid unless settlement has been made within the last two or three days. Therefore, I suggest that you hold up the final payment on this contract until you hear from us further.

Yours very truly,

Manager.

COP:GR

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. BLONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

File 35 PB 2

OREGON STATE HIGHWAY COMMISSION
SALEM

PR #6

The Dalles, Oregon - June 24, 1924

Mr. R. A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Enclosed herewith find bill of Metzger & Johnson which should be charged to Extra Work Order No. 1, Contract No. 609, Surfacing Unit No. 2 Service Creek-Valades Ranch Section of the John Day Highway in Wheeler County. The same having been approved by me as per your letter of March 24th and May 3rd, in which Mr. Klein, having had the matter under consideration, advises that the same should be paid and would be approved by him.

The original bill of Metzger & Johnson apparently has become lost or misplaced, but as I had made and retained a copy of same for my files, I have made a duplicate copy of same, which is hereby presented.

Hoping that this will clear up the matter satisfactory, I am

Yours very truly,

C. W. Wanzer,
Division Engineer.

By
Office Engineer.

Encl.
HNH-vc

FORM 2A 22316 10M-1-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

File
No. 35 P 82

OREGON STATE HIGHWAY COMMISSION
SALEM

The Dalles, Oregon - June 12, 1924

Mr. R. A. Klein
State Highway Engineer
Salem, Oregon

Attention Mr. S. H. Probert

Dear Sir:

In reply to your letter of June 9, re claim of Wetzger & Johnson, for rental allowance on equipment used in force account operations in connection with the surfacing of Unit 2 of the Service Creek-Wasco Lands Section, will state that on March 12th, this bill was forwarded to you with certain recommendations, and was not returned to this office.

However on March 25th I received a letter from Mr. Klein, by H. D. Claisyer, with the information that the bill had been approved, which letter included other correspondence in this connection, but did not contain the bill of Wetzger & Johnson, and I am of the opinion it is now among your files.

Upon receipt of the bill I will approve and return it to you at once.

Yours very truly,

C. W. Manzer,
Division Engineer.

By W. W. Hackett
Office Engineer.

ANSWERED
S. H. Probert

WWH-vc

June 9th, 1924.

Mr. C. W. Wanser,
Division Engineer,
The Dalles, Oregon.

Dear Sir:

Please advise us as to the present status of the Metzger & Johnson claim for rental allowance on certain equipment used in force account operations in connection with the surfacing of Unit No. 2, of the Service Creek-Valadez Ranch Section.

In this connection, please refer to our letters of March 24th and May 3rd.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

3MP:TW

L. W. METZGER
STRUCTURAL ENGINEER
DEALER IN
BUILDING MATERIAL

H. G. JOHNSON
HIGHWAY CONSTRUCTION
GRADING AND
PAVING

METZGER & JOHNSON

GENERAL CONTRACTORS

Roseburg, Oregon

PHONE 458-Y

DATED April 21, 1924.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Would you please have those items that were allowed by Mr. Campbell and Mr. Wanzer, if any by him, which were to be allowed extra on the John Day surfacing job which we had and which I discussed with you, sent in for voucher as soon as possible as I would like to close up all items regarding that job as soon as possible.

Very truly yours,

Metzger and Johnson,

By H. G. Johnson

HJ:WB

S 7/P
Please handle
ACK.

May 3rd, 1924.

Mr. C. W. Wasser,
Division Engineer,
The Dalles, Oregon.

Dear Sir:

On March 24th Mr. Glaisyer wrote you stating that Mr. Klein considered it advisable to allow the claim of Metzger & Johnson in the amount of $152.50, covering rentals on plows and fresnoes used in connection with force account operations in connection with the surfacing of Unit No. 2 of the Service Creek-Valadez Rough Section. With that letter the Metzger & Johnson claim together with other correspondence in connection therewith was returned to you, and it was expected that the claim would then be returned to us with your approval, as it was stated in one of your previous letters that if Mr. Klein considered it advisable to allow the claim, that you would approve same.

Not having received the claim back with your approval, it has occurred to us that you might have expected that payment on the claim was being made, and we are, therefore, writing requesting that the claim be resubmitted with your approval.

I am not fully familiar with the nature of the claim, but my impression is that it is properly a force account charge, and if this is the case extra work orders covering same should be issued, or else the charge made against orders previously issued if any of the previously issued orders should be applicable.

Please let this matter have your early attention as the final estimate to Metzger & Johnson has been held up for several weeks pending settlement of this matter.

Very truly yours,

ROY A. KLEIN
State Highway Engineer,

By

Office Engineer.

SHP:TW

P.R.-6

April 18, 1924.

Standard Oil Company,
Walla Walla, Washington.

Attention Mr. J. P. Crudon,
District Sales Mgr.

Gentlemen:

Complying with your request of the 16th inst. we are filing your notice of claim against Metzger & Johnson for gasoline, distillate, oils, greases, etc. furnished to them in the sum of $489.39 in connection with state highway contract No. 609 for surfacing Unit No. 2, Service Creek-Valadez Ranch Section of the John Day Highway.

Following our usual practice in matters of this kind, we are today notifying the United States Fidelity & Guaranty Company of the existence of your claim.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

STANDARD OIL COMPANY

INCORPORATED IN CALIFORNIA

J. P. CRUDEN
DISTRICT SALES MANAGER
[redacted] H. W. McCALLUM
ASSISTANT DISTRICT SALES MANAGER

SALES DEPARTMENT

WALLA WALLA, WASH., Apr. 16, 1924.

SUBJECT

Metzger & Johnson,
Roseburg, Oregon.

Oregon State Highway Commission,
Salem, Oregon.

ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS, DELAYS AND OTHER CAUSES UNAVOIDABLE OR BEYOND OUR CONTROL. PRICES OFFERED SUBJECT TO CHANGE WITHOUT NOTICE.

Gentlemen: Attention, Mr. Roy A. Klein

We are attaching notice of claim against subject firm, which we would appreciate your please filing, in accordance with the law.

Yours very truly,

STANDARD OIL COMPANY

By J. P. Cruden
District Sales Manager

LAJ:CM
Credit
Encls.

ANSWERED
H. B. G

To

OREGON STATE HIGHWAY COMMISSION,
Salem, Oregon:

NOTICE is hereby given that the undersigned, Standard Oil Company, has a claim for petroleum products, gasoline, distillate, oils and greases, furnished in the sum of Four Hundred Eighty-nine Dollars and Thirty-nine Cents, ($489.39) against the bond taken from Metzger & Johnson as principal and the United States Fidelity and Guarantee Company as surety, for the work under Contract No. 609 for surfacing Unit No. 2, Sarvice Creek-Valades Ranch Section on the John Day Highway south of Spray, Oregon.

STANDARD OIL COMPANY

By J. P. Cruse
District Sales Manager

U.S.F.&G. Co.

PP-6

April 18, 1924.

United States Fidelity & Guaranty Co.,
c/o C. O. Price, Agent,
1208 Porter Building,
Portland, Oregon.

Gentlemen:

This letter is to advise you as surety on the bond furnished by Metzger & Johnson in connection with state highway contract No. 609 for surfacing Unit No. 2, Service Creek-Valadés Ranch Section of the John Day Highway, that we have today received notice from the Standard Oil Company of Walla Walla, Washington through Mr. J. P. Cruden, District Sales Manager, of their claim in the sum of $489.39 for furnishing petroleum products to Metzger & Johnson in connection with this contract.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

PJ-6

March 24, 1924.

Mr. C. W. Wenzer,
Division Engineer,
The Dalles, Oregon.

Dear Sir:

With further reference to Metzger & Johnson's claim regarding force account and rental of equipment used upon that portion of the construction of the John Day Highway for which they had a contract, please be advised that Mr. Klein asked me to inform you that he approves the payment of $152.50 for rental of fresnoes and plows.

I am returning herewith correspondence which was loaned from your office files.

Very truly yours,

H. B. Gleiseyer,
Chief Clerk.

HBG:LM
Encls.

N 15 9

Write Wanzer that I approve the payment of $152.50 for rental of fixtures and plows.

OCK

FORM 5A 88686 10M-10-23

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

The Dalles, Oregon - March 19, 1924

RECEIVED
MAR 20 1924

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Please refer to your letter of the 18th instant to Mr. Wanzer, referring to the omission of letter enclosures, in connection with the force account work and rental of equipment by Metzger & Johnson, I find, upon looking over this file, that the letters in question were not enclosed, I am therefore enclosing herewith, a copy of the complete file on this subject, for your information.

Thanking you for calling this to my attention, I am

Yours very truly,

C. W. Wanzer,
Division Engineer.

By H. N. Hackett
Office Engineer.

Encl.
HNH-vc

March 18, 1924.

Mr. C. W. Wanzer,
Division Engineer,
The Dalles, Oregon.

Dear Sir:

Please refer to your letter of the 12th inst. to Mr. Klein referring to the matter of force account work and rental of equipment by Metzger & Johnson.

In the first paragraph of your letter you state that copy of your letter from Metzger & Johnson regarding the matter and also letter from Mr. Lytle regarding the same were enclosed. Please be advised that the only enclosure we could find was your letter of March 12th written to Metzger & Johnson. It is very likely that you overlooked including the other two letters mentioned.

Mr. Klein would like to have these before expressing his views in the matter.

Thanking you, we are,

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

FORM 8A 82664 10M-10-23

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

The Dalles, Oregon - March 12, 1924

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Enclosed please find copy of letter from Metzger & Johnson, in regard to force account work and rental of equipment used upon the construction of that portion of the John Day Highway for which they had the contract. Upon receipt of said letter, I requested a complete report of the matter from Mr. Lytle, engineer in charge, a copy of which I herewith enclose and which is self-explanatory, the same having been written by Mr. Lytle after my having gone into the matter with him personally, and which reflects my views upon this matter.

I am passing the bill on to you without my approval for the reasons stated in Mr. Lytle's report, as I consider that they have been amply paid under the circumstances, we having already allowed them approxiamately some $4800.00 for force account work on which their 15% profit allowed amounts to approximately $700.00, which surely ought to cover the claim as referred too by Mr. Johnson, for the reasons given in Mr. Lytle's report, which I know personally to be a fact.

However, technically they can claim a reasonable rental upon the equipment used,

If upon considering all the circumstances, as outlined in these letters, you think that on account of the technicality, we should allow the same, please refer the bill back to me and I will O.K. it. Technically they are entitled to $152.50, but morally or a matter of justice, I do not think they are.

Kindly let me know your views in this matter at your earliest convenience.

Yours very truly,

C. W. Wanzer

C. W. Wanzer,
Division Engineer.

Encl.
CWW-vc

cc K. D. Lytle.
Metzger & Johnson.

The Dalles, Oregon - March 12, 1924

Metzger & Johnson,
Roseburg, Oregon.

Gentlemen:

Referringto your Letter of March 2nd, in regard to bill for rental of equipment, please be advised that I have referred the matter to Mr. R. A. Klein, State Highway Engineer, a copy of which letter is enclosed, which very plainly states the facts as the matter is looked upon by me and which I explained to you personally my views the other day in Portland, namely, that technically you are entitled to rental on your equipment, but considering how the work was handled, and the superintendency and the work preformed by our own employees, and the noninforcement of the pentalty for not completing your work in time and the general consideration we have given you all thru this contract, that you have been amply repaid in the amount of over $700.00 which was allowed you on the force account workfor which practically nothing was done by you to justify the $700.00 profit, except by mere furnishing of these fresnoes and plows.

Yours very truly,

Encl.
CWW-vc

C. W. Wanzer,
Division Engineer.

cc R. A. Klein.
H.D. Lytle.

March 22, 1924.

First National Bank of Corvallis,
Corvallis, Oregon.

Attention Mr. Milton Evans,
Vice-President.

Gentlemen:

Receipt is acknowledged of your letter of the 19th inst. concerning the assignment made by Metzger & Johnson to the First National Bank of Corvallis.

Mr. Klein is not in the office at the present time and I am taking the liberty of replying to your letter for him.

Concerning the certificate which accompanied the assignment of Metzger & Johnson's claim, I am told that this was signed by Mr. Klein and returned to you the same [illegible] they it was presented to him.

Concerning the validity of the assignment will say that we have recognized the assignment in the preparation of the voucher and the warrant which will be issued by the Secretary of State will be made out in favor of Metzger & Johnson, assigned to the First National Bank of Corvallis. This warrant will be mailed to you as soon as we receive it from the Secretary of State.

As is our usual custom we have advised the surety on the bond furnished by Metzger & Johnson in connection with this project, that they have assigned this payment to your bank. We do not expect that they will object in the least to this assignment.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

OF CORVALLIS
RPLUS $100.000
D BUSINESS IN 1887
ORGANIZED AS A
NATIONAL BANK IN 1890

. WOODCOCK, PRESIDENT AND ATTORNEY
E. WILSON, VICE PRESIDENT AND ATTORNEY
A. R. WOODCOCK, VICE PRESIDENT
C. H. WOODCOCK, CASHIER
P. A. ECKMAN, V. W. ARPKE: N. O. TAYLOR,
ASSISTANT CASHIERS

TRUST DEPARTMENT
OF THE BANK
WILL SERVE AS EXECUTOR, ADMINISTRATOR
AND IN ANY
FIDUCIARY CAPACITY

M. S. WOODCOCK, TRUST OFFICER
C. H. WOODCOCK, ASSISTANT TRUST OFFICER

ADDRESS ALL COMMUNICATIONS TO THE BANK

FIRST MORTGAGE SECURITY CO.
WILL MAKE
LONG TIME FIRST MORTGAGE LOANS
WILL SELL THE
MORTGAGE LOANS, FIRST CLASS BONDS
AND OTHER SAFE SECURITIES

ADDRESS ALL COMMUNICATIONS TO THE COMPANY

CORVALLIS, OREGON

RECEIVED
MAR 20 1924
OREGON

March 19, 1924.

Roy A. Kline
State Highway Engineer
Salem, Oregon

102.25

Dear Sir:

Mr. Johnson, of the firm Metzger & Johnson, who have a contract for surfacing Unit # 2 of the Sarvice Creek-valades Ranch section of the John Day Highway in Wheeler County of Oregon, was in today and had a copy of what purported to be an estimate of the amount due them on this work, and wished to assign the same.

We wrote a certificate together with his assignment, fastened it to the estimate, told him that if he would get you to sign this certificate attached to the copy of the estimate and return it to us, we would make him an advance on it. He has gone to Salem for that purpose. When he arrives if there is anything about the certificate that you do not care to sign, if you will write us a letter stating that the estimate is correct and that you will recognize their assignment to this bank, so that the check may be drawn direct to us, that will be satisfactory to us.

If you sign the certificate which he will present to you and return to us, or give it to him to return, we will then mail you a copy of the assignment for your records.

If there is anything about this that is irregular in anyway so that we would take any chance in making him an advance, kindly let us know.

Thanking you very much for your trouble and attention to this matter, I am

Yours very truly,
Milton Evans
Vice-President.

MF-ZR

ANSWERED
H. B. G.

January 31, 1924

United States Fidelity & Guaranty Company,
c/o Mr. C. C. Price, Agent,
1208 Porter Building,
Portland, Oregon.

P896

Gentlemen:

For your information we are enclosing herewith a copy of a letter which has been received by the Secretary of State advising that the claim of P. C. Bair against Metzger & Johnson in connection with their contract for surfacing Unit No. 2, Service Creek-Valadez Ranch Section of the John Day Highway in Wheeler County, has been satisfied.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Chief Clerk.

RAK:LM

Encl.

cc. J. L. Hartman Company, Chamber of Commerce Building, Portland, Oregon.

January 31, 1924

Metzger & Johnson,
Roseburg, Oregon.

Gentlemen:

Enclosed herewith please find a copy of a letter which has been received by the Secretary of State stating that the claim of Mr. P. O. Bair has been satisfied.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Chief Clerk.

HSC:LM

Encl.

402 — .35-04

January 31, 1924

Mr. Sam A. Kozer,
Secretary of State,
B u i l d i n g.

Attention Mr. H. J. Hess, Filing Division.

Dear Sir:

Your letter of the 29th inst. enclosing three copies of letter which has been received from Mr. Earl B. Moore, attorney, stating that the claim of Mr. P. O. Bair against Metzger & Johnson has been satisfied, has been received.

One copy of this notice is being forwarded to Metzger & Johnson and one copy to the United States Fidelity & Guaranty Company for their information.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Chief Clerk.

HBC:LM

C. N. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

January 29, 1924

State Highway Commission,

Salem, Oregon.

Gentlemen:- (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we have received and filed as of this date a letter from Mr. Earl B. Moore, Attorney, stating that he has been requested to ask the dismissal of the claim against Johnson and Metzger and their sureties in favor of P. O. Bair.

Copies of this letter have been prepared and are enclosed herewith.

Very truly yours,

FILING DIVISION,

H. By M. J. Haas

RECEIVED
JAN 31 1924

ANSWERED
H. B. G.

COPY

EARL B. MOORE
Lawyer
Grant County
JOHN DAY, OREGON

January 26, 1924

Secretary of State

Salem, Oregon.

Dear Mr. Kozer:

I am requested to ask you to dismiss the claim against Johnson and Metzger and their sureties in favor of P. O. Bair. Mr. Bair wrote me last night from Spokane that he had received the amount of the claim in full and wished me as his attorney to withdraw the same.

Very truly,

EARL B. MOORE.

ENDORSED: Filed Jan. 29, 1924. SAM A. KOZER, Secretary of State.

109-35-042

January 9, 1924.

~~35-27~~

Mr. Sam A. Kozer,
Secretary of State,
B u i l d i n g .

996

Attention Mr. M. J. Haas

Dear Sir:

Receipt is acknowledged of your letter of the 8th inst., enclosing three certified copies of a notice of claim which has been filed in your office by P. O. Blair against Metzger & Johnson in connection with their contract for the surfacing of Unit 2 of the Sarvice Creek-Valadez Ranch Section of the John Day Highway in Wheeler County.

We are today forwarding one copy of this notice to Metzger & Johnson and one to the surety on their bond in connection with this work.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

Chief Clerk.

HSC:HI

January 9, 1924.

~~56 DT~~

United States Fidelity & Guaranty Co.,
J. L. Hartman Company, Agents,
Chamber of Commerce Building,
Portland, Oregon.

35-TB2
P96

Gentlemen:

Enclosed herewith please find certified copy of a notice of claim which has been ~~is being~~ filed with the Secretary of State by P. O. Bair against Metzger & Johnson, covering the hauling of certain road material in the sum of $154.63, in connection with Metzger & Johnson's contract for the surfacing of Unit 2 of the Service Creek-Valades Ranch Section of the John Day Highway in Wheeler County. We are forwarding this copy of the notice to you at the request of the Secretary of State.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

Chief Clerk.

WBG:HI

cc C. O. Price, 1208 Porter Bldg., Portland

January 9, 1924.

~~RE MF~~ PRL

Metzger & Johnson,

Roseburg, Oregon.

Gentlemen:

Enclosed herewith please find a certified copy of a notice of claim which has been filed with the Secretary of State by P. O. Bair for hauling road material in the sum of $154.65. This claim is self-explanatory and is being mailed to you at the suggestion of the Secretary of State.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

Chief Clerk.

HBG:HI

C. N. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

RECEIVED JAN 9 1924

January 8, 1924

State Highway Commission,

Salem, Oregon. (Attention of Mr. H. B. Glaisyer, Chief Clerk)

Gentlemen:-

This is to advise that we received from Mr. Earl B. Moore, Attorney-at-Law, John Day, Oregon, and filed on January 5, 1924, a notice of claim by P. O. Bair for hauling road material in the sum of $154.63 against the bond taken from Metzger and Johnson as principal and The United States Fidelity and Guaranty Company as surety for the work of surfacing Unit 2 of the Sarvice Creek - Valade Ranch Section of the John Day Highway in Wheeler County.

We are enclosing herewith three certified copies of this notice of claim, being one for your files, one for transmission to Metzgar and Johnson, and for their surety.

Please make formal acknowledgment of the copies and oblige.

Very truly yours,

FILING DIVISION,

H. By M. J. Sears

ANSWERED
H. B. G.

To The Secretary of State, State of Oregon

NOTICE IS HEREBY GIVEN that the undersigned claimant P. O. Bair has a claim for hauling road material in the sum of One Hundred Fifty Four and 63/100 ---- Dollars against the bond taken from Metzger and Johnson Principal and The United States Fidelity and Guaranty Company and countersigned J. L. Harmon Company, as sureties for the work of surfacing Unit 2 of the Service Creek - Valade Ranch Section of the John Day Highway in Wheeler County

P. O. Bair

by A. Retrum
Agent.

P.S.
A copy of the bill of claim is enclosed as a part of this notice.

State of Oregon

County of Grant, SS

I, A. Retrum bring first duly sworn on oath say;

That I am the agent for P. O. Bair of Dayville, Oregon and have personal knowledge of the facts in reference to the annexed claim against Metzger and Johnson who are doing surfacing work on the Unit 2 of the John Day Highway between Service Creek and Valade Ranch ; that the amount claimed is justly due; that no payments have been made thereon, except as noted; that there are no just counterclaims in favor of said Metzger and Johnson due from said P. O. Bair and that there is now due and owing the sum of One hundred Fifty Four and 63/100 -- Dollars.

A. Retrum

Subscribed and sworn to before me this 2nd day of January, 1924 at John Day, Grant County, Oregon.

Earl B. Moore
Notary Public for Oregon

(Seal)

My commission expires July 29, 1927.

Mt. Vernon, Oregon

December 22, 1923.

Johnson and Metzger to P. O. Bair, Dr.

For hauling as follows;
Surface Material

1923

October 12-23

46 yds first Mile at 25¢	$11.50
58 yds second Mile at 50¢	29.00
105 yds third Mile at 75¢	78.75
15 yds fourth Mile at $1.00	15.00
For hauling yardage (224) over dead haul between bunker and road being constructed at 12¢	26.88
8 hours travelling time at $2.00 per hour moving truck from Dayville to Spray and return per agreement with Johnson	16.00
	$177.13
Credit by 100 gallons gas furnished by Metzger and Johnson	22.50
	$154.63

ENDORSED:

File No. 348
Notice of Claim by P. O. Bair for hauling road material in the sum of $154.63 against the bond taken from Metzger and Johnson, principal, and the United States Fidelity and Guaranty Company, surety, for the work of surfacing Unit 2 of the Sarvice Creek-Valade Ranch Section of the John Day Highway in Wheeler County.

Filed January 5, 1924; SAM A. KOZER, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by P. O. Bair for hauling road material in the sum of $154.63 against the bond taken from Metzger and Johnson as principal and The United States Fidelity and Guaranty Company as suroty for the work of surfacing Unit 2 of the Sarvice Creek - Valade Ranch Section of the John Day Highway in Wheeler County, with the original notice of claim filed in the office of the Secretary of State on January 5, 1924, and that the same is a full, true and correct transcript therefrom and the whole thereof, together with the endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 7th day of January, A. D. 1924.

Secretary of State.

#609

Siuslaw Creek-Siuslaw Branch

Surfacing

March 21, 1924.

United States Fidelity & Guaranty Co.,
c/o C. O. Price, Agent,
1208 Porter Building,
Portland, Oregon.

Gentlemen:

Please be advised that final payment which is to be made to Metzger & Johnson on March 31st, which we advised you of this date, has been assigned to the First National Bank of Corvallis. This payment is in amount $1,021.24.

Kindly acknowledge receipt of this letter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

JMcF:LM

December 28, 1925

Mr. Earl B. Moore,
Attorney at Law,
John Day, Oregon.

RJG

Dear Sir:

Receipt is acknowledged of your letter of the 22nd inst. enclosing certified bill of Mr. P. O. Bair against Metzger & Johnson and requesting a copy of the contract and bond in connection with their contract No. 609 for the surfacing of Unit No. 2, Parvies Creek-Valedes Ranch Section.

Complying with your request we enclose herewith certified copy of this contract.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Chief Clerk.

HBC:LM

Encl.

#609

re Kuhn Co. Ltd.

Earl B. Moore
LAWYER
Grant County
JOHN DAY, OREGON

December 22,1923

RECEIVED
DEC 24 1923

State Highway Commission

Salem,Oregon.

Dear sirs;

I am enclosing a certified bill of P.O.Bair against Metzger and Johnson contractors. Mr. Bair did not state whether they were original contractors or not. Will you please furnish me a copy of the contract and bond, as we probably file a claim against them with the Secretary of State.

Very truly

Earl B. Moore

Attorney for P.O.Bair.

ANSWERED
4 9 C

State of Oregon

County Of Grant,ss

I, A. Retrum being first duly sworn on oath say;

That I am the agent for P.O.Bair of Dayville, Oregon and have personal knowledge of the facts in reference to the annexed claim against Metzger and John son who are doing surfacing work on the John Dau Highway between Sarvice Creek and Valade Ranch; that the amount claimed therein is justly due; that no payments except as noted have been made thereon; that there are no just counterclaims in favor of said Metzger and Johnson to my knowledge and that there is now due and owing the sum of One Hundred Fifty Four and 63/100 -- Dollars

A Retrum

Subscribed and sworn to before me this 22 day of Dec,1923

Lence B. Bellamy

Notary Public for Oregon

My Commission expires July 29,1923

W.S. 7+7 Co.
J.L. Hartman
Copies

For Rock Hauled for Metzger and Johnson Oct.12-13-15-16-23 at Spray Oregon

Mt. Vernon, Oregon

December 22, 1923

Metzger and Johnson to P.O.Bair, Dr:

1923
October 12-23

For hauling;

46 yds first mile at 25¢	$11.50
58 yds second mile at 50¢	29.00
105 yds third mile at 75¢	78.75
15 yds fourth mile at $1.00	15.00
For hauling yardage (224) over dead haul between bunker and road being constructed @-12¢s	26.88
8 hours travelling time at $2.00 per hour moving truck Dayville to Spray and Return asper agreement with Johnson	15.00
	$177.13
Crdit by 100 gallons gas furnished by Metzger and Johnson	22.50
Total Due----------	$154.63

Form No. 39.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

296

Date Dec. 27, 1923., 192...

Job Name Unit 2 Service Creek - Velades Ranch Section

Week from Dec. 9th to 15th

Mail Address Condon

Highway John Day

Telegraph or Telephone Address "

County Wheeler Job Prefix 35 PB2

Express and Freight Address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

NOTED
R.A.K.

" Surfacing "

Worked 1 week on final estimate, finished same on the 15th and sent it in to Mr. Wanzer on the 17th.

Had a fire in Spray on the evening of the 15th and it burned up part of our sprinkling truck.

This will be th last weekly report on hie job.

Moved away fr m Spray on the 17th.

NOTED
C. W. WANZER

Signed K. D. Lytle

Title Resident Engr.

(See back of this sheet for instructions and detailed information.)

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week .....*men,*

.....*teams,* .....*steam shovels*

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed 12.1

Miles partially done 12.1

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week .....*men,*

.....*teams,* .....*trucks*

Percentage of total required yardage now in place 100

Surfacing will be completed about ..... Dec. 15th.

Number men in Engineering Party 2

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem Office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number days worked on this project .....

Number men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

(NOTE.—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week .....*men,*

.....*teams,* .....*trucks*

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job 36 PB2 ..... *Percentage* 70

Other jobs Maintenance ..... *Percentage* 30

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

FORM 8A 22664 10M-10-23

WILLIAM DUBY, BAKER, CHAIRMAN
H. [illegible] DUZER, PORTLAND
W. [illegible] MALONE, CORVALLIS
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

The Dalles, Oregon December 8, 1923

PR 6

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Replying to your letter of December 5th, in regard to the expiration of Contract 609, Unit No. 2, Service Creek-Valade's Ranch section, which expired December 1, 1923.

Please be advised that we made an extended agreement with Metzger & Johnson to surface approximately one mile additional on Unit No. 1 after the completion of Unit No. 2. But even with this additional surfacing, the last materials were placed upon the road bed of Unit No. 1 November 30, they having completed not only their original contract on the extended date for the expiration of their contract, but also the additional amount of Unit No. 1, as agreed to.

I was over this section two days ago and the same is ready for acceptance, and final estimates will be forwarded in a few days.

Therefore, I do not consider an extension of time necessary in this case.

Yours very truly,

C. W. Wanzer,
Division Engineer.

CWW-vc

[illegible] DEC 10 1923 [illegible]

[illegible] 12-10-23

PR #6-Unit 2

The Dalles, Oregon November 23, 1923

Mr. K. D. Lytle,
Resident Engineer,
Spray, Oregon.

REFERRED TO
Prudent
E. A. K.

Dear Sir:

In regard to the surfacing the mile on the upper end of Unit No. 1, west of Spray, please be advised that it will be O.K. to do this work on the basis of $2.25 per cubic yard.

Please have Metzger & Johnson write a letter to us, having the same endorsed by their Suretys or Bonding Company, agreeing to furnish this extra surfacing material at a price of $2.25 per cubic yard in place on the road bed, meeting all conditions of the original contract, with the exception that we agree to pay $2.25 per yard for this extra material instead of the price stipulated in the contract, due to the extra haul, the same being beyond the limits of the original contract.

You will keep this extra yardage separate and note the same on your estimates as being per special arrangements, covered by a letter and an agreement.

Kindly have this letter prepared and submitted for my approval, as soon as possible.

Yours very truly,

C. W. Wanzer,
Division Engineer.

CWW/vc

cc R. A. Klein.

RECEIVED
NOV 24 1923

FORM SA 22060 SM-7-23

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. C. MALONE, CORVALLIS
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

November 23, 1923.

PR 6

Memorandum

Mr. Probert:

Mr. Wanzer has made an arrangement with Metzger & Johnson whereby they have agreed to gravel approximately one mile on Unit No. 1 of the Sarvice Creek-Valades Ranch Section immediately west of the west end of their contract on Unit No. 2. The amount to be put on is merely to cover some coarse gravel surfacing which was put on by state forces about two years ago.

I am not advised as to the quantity, but think about a thousand yards will be required. Metzger & Johnson have agreed to put this on at a price of $2.25. Wanzer will secure a written offer from Metzger & Johnson and have the same approved by the surety company, and when this is received it should be attached to the contract and will be authority for using those prices on the estimate vouchers.

I am taking this up at this time as the matter will probably come in while I am away.

RAK

RAK:HI

October 10, 1923.

Metzger & Johnson,
Roseburg, Oregon.

PR #6

Gentlemen:

At the meeting of the Highway Commission on September 25th your request for an extension of time on contract No. 609 was considered and the following action taken by the Commission:

"Metzger & Johnson requested an extension of time on contract No. 609, surfacing Unit No. 2, Service Creek-Valades Ranch Section of the John Day Highway. The Engineer reported that this job had been dragged along and the work should have been completed on the contract date, which was August 31, but inasmuch as the base course will all be completed before the rains set in and as the travel is very light in this section, the public will not be greatly inconvenienced by the delay, therefore recommendation was made that the extension be granted to December 1, 1923 without penalty. Recommendation approved by the Commission."

Very truly yours,

State Highway Engineer.

RAK: M

35PB2 - Progress.
File 58.

The Dalles, Ore., Aug. 14, 1925.

Metzger & Johnson,
Roseburg, Oregon.

NOTED
R.A.K

Dear Sir:

Referring to the surfacing of Unit 2, Service Creek-Valades Ranch Section of the John Day Highway, for which you have the contract, please be advised that the Engineer's Report for week ending August 4th shows that your daily output of surfacing material fell from 125 yards the previous week to 100 yards per day, also said report says that no effort has been made to put on another shift, or work longer hours, as agreed to. It was the understanding that you were to start two eight hour shifts Monday, July 29th, but evidently no effort has been made to do so.

Please be advised that you are hereby notified that it will be absolutely necessary for you to work double shift, and to increase your output so that the average daily output for any one week will not be less than 150 cubic yards per daily average, for even at that rate it will take you until December 1st to complete the job, as you still have nearly 14,000 cubic yards to crush and place upon the roadbed, and at least two weeks will be necessary to move your plant when you make another set-up. Kindly govern yourself accordingly, and make such arrangements that your average daily out-put for any one week does not fall below the above mentioned 150 cubic yards, and any week when you fail to do this, it is expected that an increased yardage for the following week should be put out.

Yours very truly,

C. W. Wanzer,
Division Engineer.

CWW:kl

cc. Mr. Roy A. Klein.
cc. Mr. K. D. Lytle.

FORM 8A 81000 2M-6-23

WILLIAM DUBY, BAKER, CHAIRMAN
VAN DUZER, PORTLAND
MALONE, CORVALLIS
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

35PB2-Extra Work.
File 53.

The Dalles, Ore., Aug. 2, 1923.

RECEIVED
AUG 4 1923
STATE HIGHWAY COMMISSION

PMG

S.H.P.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

For your information, after the unusually heavy rains and cloud burst had occured on Unit No. 2, Service Creek-Valades Ranch Section of the John Day Highway, with Mr. Lytle I went over the work and estimated the damage caused by said storm. Approximately it will amount to $800.00 or $1,000.00.

As we are doing all the grading and cleaning of the ditches, etc., on this contract by force account, it will not be necessary to get out an extra work order covering the same, but it will merely increase the cost approximately the above amount, and this is written merely to explain part of the increased cost of the force account work on this particular section.

Yours very truly,

C. W. Wanzer

C. W. Wanzer,
Division Engineer.

CWW:kl

cc. Mr. K. D. Lytle.

FORM EA 21009 2M-6-23

WILLIAM DUBY, BAKER CHAIRMAN
H. VAN DUZER, PORTLAND
W. M'ALONE, CORVALLIS
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

35PB2 - Progress.
File 58.

SALEM
The Dalles, Ore., July 2, 1923.

RP #6

RECEIVED
JUL 5 1923
OREGON
STATE HIGHWAY COMMISSION

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

As outlined in my phone conversation with you yesterday, I am enclosing for your information copy of a letter which I had Mr. K. D. Lytle, Resident Engineer at Spray, write me yesterday, after going over the situation in regard to the progress of Metzger & Johnson's contract, No. 609, for surfacing Unit 2, Sarvice Creek-Valades Ranch Section, on June 29th.

This information and suggestions as outlined are approved by me, and am sending the same to you in order that you may be fully posted, and in hopes that you may succeed in getting Mr. Metzger or Mr. Johnson to come to Salem and discuss the matter with you personally. It is impossible for me to get in touch with either one of them, either from this office or on the work. Mr. Johnson's brother is presumed to be in charge, but evidently has no authority to take anything up, or make any changes without getting in touch or consultation with the firm at Roseberg.

If after you have a consultation with the above named firm, and you do not get assurances from them that are satisfactory to you, or the failure of their coming forward with a definite proposition as to the expediting of the progress of this work, I recommend that you take the matter up with the Commission with the idea of officially informing them that the work is not proceeding satisfactorily, and that it is your intention to take the job over and proceed to complete the same either by State forces or by readvertising for the uncompleted work, as you and the Commission may deem proper. In other words, the progress is entirely unsatisfactory, and unless they can satisfy you personally of their ability to expedite this work, I recommend some such action as outlined above.

With the outfit now on the ground, after an attempt was made the other day to get out materials for the top course, they did not average over four yards of top material in an hours time, and it is necessary that some of the present base be covered with a top course as soon as possible, as they have at the present time approximately 5½ miles of base course laid with no top surface upon the same, and the results will be disasterous unless this surface is

put on the base course immediately. The base course, under the present travel, will ravel, we will lose our fines, and it will require more filler in order to save the same, and it is not advisable to allow them to lay any more base until most of the base course now laid is covered with top material, but the plant as now constructed could continue to get out base material at a fair rate, but is entirely inadequate for the top surfacing course, and the change in the plant would have to be made anyway before they could get out a satisfactory output of top material, and the proper equipment should be installed immediately, instead of later, in order to save what work has been done.

Yours very truly,

C. W. Wanzer,
Division Engineer.

CWW:kl
Encls.

C O P Y

35PB2 - Surfacing Data.
File 24.

Spray, Ore., June 30, 1923.

Mr. C. W. Wanzer, Divison Engineer,
State Highway Department,
The Dalles, Oregon.

Dear Sir:-

Below I am outlining the data, concerning progress of Metzger & Johnson under Contract No. 609, for surfacing Unit 2 Sarvice Creek-Valades Ranch Section of the John Day Highway, as requested by you on June 29th.

Contract No. 609 was awarded Metzger & Johnson Nov. 21, 1922.

Date specified for completion under contract Aug. 31, 1923. This makes a total of 240 working days.
Total yardage on job 20,500 cu.yds.
Average output required per day to complete job on time 85.4 Cu.Yds.

Contractors started their crusher May 19th and to night of June 29th have put thru their crusher 4318 Cu.Yds. for a daily average of 123.3. The daily average per day for each week is, 120, 166, 133,100, 58, and 46. There remains 53 working days untill expiration of contract and to finish on time would require a daily average of 305 Cu. Yds. per day. This would not allow any time off for moving the crusher to next set-up, if 12 days were taken off for this the daily average would have to be raised to 395. Any average of this sort is out of the question with their present plant.

On March 6th I wrote Mr. Johnson that he should start work at once as I did not believe that he would be held up any by bad weather. This prediction as to weather was verified by the fact that Montague-O'Reilly Co. started their crusher March 8th and only lost two days on account of bad weather from that time untill they finished the middle of May. If Johnson had been ready to start his crusher on March 6th he would have had 155 working days and would have had to make an average of 132 Cu. Yds. per day to finish on time.

Mr. Johnson came to Spray April 5th but did not get his crusher set up and running untill May 19th, in other words it took him 43 days to set up the plant after he did get on the job.

On May 22nd they started to run the plant 10 hours. I do not know if they intend to run the plant any longer than 10 hours.

They have on the ground the following equipment.
1 - 120 h.p. Holt caterpillar.
1 - 15" Aurora jaw crusher, used as primary breaker.
1 - No. 2 Gates crusher, used as re-crush.
1 - Winch
1 - Drag line bucket 3/4 yd. capacity.
650 - Lineal feet inch cable.
Chain elevator.
36" screen 8' ft. long.
Bunker capacity 50 cu. yds.
2 - Mack trucks.
1 - Light premier Grader 6 1/2 ft. blade.
1 - Small Austin grader 6 ft. blade.
1 - Austin Grader 7 ft. blade.
6 - Fresnoes.
2 - Plows.
1 - rooter plow.
Small tools, picks, shovel, etc.

They tried to run top with this plant and the best that they could do in two days was 48 cu. yds.

In order to complete this job this year I would suggest that we require the contractor to change his Gates crusher for one that would do the work, onewith at least a capacity of 12 or 15 cu. yds. per hour. That he change his method of bringing in the material to the crusher. I believe that if he would trap the material into cars with horses and not use the dragline that he would get much better results. He should also run longer hours as there is pleanty of daylight at this time.

Respectfully,

K. D. Lytle (Signed).

FORM 2A 21828 2M-6-23

WILLIAM DUBY, SALEM, CHAIRMAN
H. VAN DUZER, PORTLAND
W. M. MALONE, CORVALLIS
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

35PB2 - Progress.
File 58.

SALEM

The Dalles, Ore., June 25, 1923.

NOTED
R.A.K.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Enclosed please find copy of letter to Messrs. Metzger & Johnson, which is self-explanatory, and also Field Engineer's Weekly Report of June 25th in regard to the work on their contract, which I wish to call to your special attention, and which was the reason for writing Messrs. Metzger & Johnson, as per enclosed copy.

Yours very truly,

C. W. Wanzer

C. W. Wanzer,
Division Engineer.

CWW:kl
Encls.

35PB2 - Progress.
File 58.

The Dalles, Ore., June 28, 1923.

Messrs. Metzger & Johnson,
Roseberg, Oregon.

Dear Sirs:

A short time ago we took up the matter with you in regard to your expediting your work on Unit 2, Service Creek-Valades Ranch Section of the John Day Highway, for which you have the contract, after which you made assurances and promises that better results would be obtained, and that you would use every means to facilitate the completion of this work.

For your information, please be advised that the progress made by you is not at all satisfactory, and the Engineer's report of June 25th shows that your equipment is absolutely inadequate to handle the material and get out the necessary output. According to the way that you are going, and the reports of progress made, it will take you two years to do the job. Also he reports there is no man in authority around the work with whom matters can be taken up.

I am going down in that section tomorrow and make a personal investigation of your plant, number of men you have on the job, and the progress that you are making, and if the results of my investigation are not different from what I expect to find when I reach there, I will surely take the matter up with the State Highway Engineer with a view of recommending that the State proceed to take over your contract and complete the same either by State force account, or re-advertising for bids, and in case the cost of completing your contract under such conditions shall exceed your contract prices, that they should proceed to recover from you and your bondsmen any excess cost to the State.

Yours very truly,

C. W. Wanser,
Division Engineer.

CWW:kl

cc. Mr. Roy A. Klein.
cc. Mr. K. D. Lytle.

PR#6

OREGON STATE HIGHWAY COMMISSION

35PB - Materials.
File 25.

The Dalles, Ore., June 7, 1923.

Mr. K. D. Lytle,
Resident Engineer,
Spray, Oregon.

NOTED
R. A. K.

Dear Sir:

I notice in your weekly report for June 4th the following:

"This next week they are going to try and screen all of the sand out, and then mix the loads under the bunkers. In this way we should be able to secure a more uniform product."

If by this you mean that they are going to screen the sand out before putting the material through the crusher and then mix the sand back again into the crushed material, th's is contrary to my instructions, and on which point we had a thorough understanding when I was up there. As it was distinctly understood that all material was to pass through the crusher, as a crusher-run product is called for, there is no question of my interpretation of the "Crusher-run Material" as called for in the contract, the same having been verified both by Mr. Klein and Mr. Kelley, and I desire no change to be made in that respect until after my next visit, which will be very shortly, and when I will again go into the matter as to whether any better results can be obtained by the manner you outline in your report.

Yours very truly,

C. W. Wanzer,
Division Engineer.

CWW:kl

cc. Mr. Roy A. Klein.

June 6, 1923

Messrs. E. H., Ford and Carl Hendricks,
Fossil, Oregon.

Gentlemen:

Complying with your request of the 3rd inst: we are mailing to you herewith certified copy of contract agreement and bond covering the contract which was awarded to Metzger & Johnson for surfacing unit No. 2, Service Creek-Valades Ranch Section of the John Day Highway in Wheeler County.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Chief Clerk.

RK:LM

1 Encl.

Hon Secretary, Oregon State Highway Commission

Salem Oregon:

Dear Sir:

I, N.S.Nelson, the undersigned hereby make application for a certified Copy of the Contract and Bond given for the graveling of that part of the John Day Highway in Wheeler County Oregon known as the Spray,-Grant County Line section, under Contract with the State of Oregon and Metzger & Johnson contract being dated in the spring of 1923 or thereabouts the exact name and date being unknown to me The name of the Bondsmen are also unknown to me.

That there is now due and owing me from the said Metzger & Johnson contractors the sum of(19.70) Nineteen and 70/100 dollars for materials to-wit Lumber used in the actual construction and graveling of the said highway and which is now due owing and unpaid.

N.S. Nelson
by Ford Hendricks

State of Oregon,
County Of Wheeler--SS.

I, Ford Hendricks, being first duly sworn depose and say that I am one of the attorneys for N.S.Nelson and have personal knowledge of this account, and state as follows, that Metzger & Johnson contractors are indebted to the said N.S.Nelson for the sum of $19.70 for lumber sold and delivered and used in the actual construction of that section of the John Day Highway in Wheeler County Oregon, known as the Spray Grant County Line section, and being sold and delivered to the said Metzger & Johnson at their request in Wheeler County Oregon at the agreed price of $19.70 no part of which has been paid. That the said date of delivery thereof was the 14th day of April 1923. That the prices charged are the reasonable and customary prices therefor and the said [illegible] actual construction and gravelling of the

Hon Secretary, Oregon State Highway Commission

Salem Oregon:

Dear Sir:

I, N.S.Nelson, the undersigned hereby make application for a certified Copy of the Contract and Bond given for the graveling of that part of the John Day Highway in Wheeler County Oregon known as the Spray,-Grant County Line section, under Contract with the State of Oregon and Metzger & Johnson contract being dated in the spring of 1923 or thereabouts the exact name and date being unknown to me The name of the Bondsmen are also unknown to me.

That there is now due and owing me from the said Metzger & Johnson contractors the sum of(19.70) Nineteen and 70/100 dollars for materials to-wit Lumber used in the actual construction and graveling of the said highway and which is now due owing and unpaid.

N.S. Nelson
by Ford Hendricks

State of Oregon,
County Of Wheeler--SS.

I, Ford Hendricks, being first duly sworn depose and say that I am one of the attorneys for N.S.Nelson and have personal knowledge of this account, and state as follows, that Metzger & Johnson contractors are indebted to the said N.S.Nelson for the sum of $19.70 for lumber sold and delivered and used in the actual construction of that section of the John Day Highway in Wheeler County Oregon, known as the Spray Grant County Line section, and being sold and delivered to the said Metzger & Johnson at their request in Wheeler County Oregon at the agreed price of $19.70 no part of which has been paid. That the said date of delivery thereof was the 14th day of April 1923. That the prices charged are the reasonable and customary prices therefor and the said materials were used in the actual construction and gravelling of the said roadway under said Contract and bond.

That N.S.Nelson desires to file a claim on the bond given herein against the contractor and bondsmen for said sum and interest and costs and attorneys fees allowed by law incurred therein in the collection hereof.

Kindly mail the said certified Copy to H.H.& Ford & C Hendricks at Fossil Oregon, of the contract and bond given by said contractor on said Contract to the State of Oregon.

Ford Hendricks
Attorney for N.S.Nelson.

Subscribed and sworn to before me this 2nd day of June 1923.

H H Hendricks

Notary Public for Oregon, my commission expires March 20 1925

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS,

DISTRICT No. 1.

POST OFFICE BUILDING,
PORTLAND, OREG.

IN YOUR REPLY PLEASE

REFER TO FILE No.....

June 4, 1923.

RECEIVED
JUN 5 1923
OREGON
STATE HIGHWAY COMMISSION

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Your letter of June 2, relating to use of water truck on Unit 2, Oregon project No. 6, received.

While we realize that the expense of shipping in a water truck will be considerable, we are firmly of the opinion that the expense is fully justified. Experience has shown that the ultimate results are never as good where traffic is required to mill through loose gravel for several months, awaiting moisture from rain or snow, as where immediate compaction is effected through use of water during construction. The obvious reason for this is that constant rutting and blading of the gravel tends to work the sand and fine material to the bottom instead of holding it in the voids. This is particularly true of the base course.

As examples we would cite the case of Oregon 15, Burns to Lawen, where a seemingly hopeless failure was transformed into one of the best gravel roads in the State merely through the use of water. Opposed to this example is that of Oregon 37, Seuferts-Deschutes River section, which we believe could have been made a first class road through a liberal use of water during construction and the first year's maintenance. This project soon became rutted and dry dragging worked the fine gravel to the bottom until there is now nothing but large material on top and the State will soon be obliged to resurface the project.

While the initial expense may seem large, we are firmly of the opinion that the State will soon save enough on maintenance to far more than repay the cost of watering during construction and that a much better surfacing will result.

Our understanding in approving the specifications was that water would be used if necessary, and in our opinion it is now necessary if the best results are to be obtained. We therefore request that provision be made for watering as soon as equipment can be sent to the work.

Yours very truly,

C. H. Purcell,
District Engineer.

June 2, 1923.

P. R. 6

Mr. C. H. Purcell,
District Engineer,
Bureau of Public Roads,
Post Office Building,
Portland, Oregon.

Dear Sir:

Receipt is acknowledged of yours of May 26, relating to the use of a water truck on Unit No. 2 of the Service Creek-Valadez Ranch Section, Federal Aid Project No. 6.

There is no question but that the road surface would set up more quickly with the continuous use of sprinkler, but we are short of sprinklers on The Dalles division, and the expense of shipping one in and operating the same under the present small output of rock would hardly be justified. It is thought that the same results can be obtained in the end by proper dragging and maintenance during construction and after completion. This would mean a longer time before the road was really in first class condition, but in a year's time, the results would be practically the same.

Mr. Wanser has been asked to look into this matter fully on his next inspection trip and report.

Very truly yours,

State Highway Engineer.

BAK:HI

FORM SA 21512 2M-6-23

R. A. BOOTH, EUGENE, CHAIRMAN
WILLIAM DUBY, BAKER
H[illegible]AN DUZER, PORTLAND
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

35PB2 - Sprinkling.
File 58.

SALEM

The Dalles, Ore., June 1, 1923.

FILED
JUN 2 1923

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

In regard to the letter of Mr. C. H. Purcell, District Engineer, Bureau of Public Roads, dated May 28th, requesting that a sprinkler truck be used in connection with the work on Federal Aid Project No. 6, Unit B, or the Metzger & Johnson Contract, which you referred to me for recommendation, received.

While there is no doubt that sprinkling would be a benefit in connection with the laying of the surfacing material, it is a very long distance from Salem to this work, from which point the equipment would have to be shipped, and the expense would be very great. We are short of sprinklers in this division anyway, and I hardly think that the expense would be justified. There is no question but what the road surface would set up more quickly with the continual use of a sprinkler, but on account of the expense I think that we can safely omit this cost at this time, and get the same results in the end by proper dragging and maintenance after the job is turned over to us. While this would mean a much longer time before the road was in really a first class condition, yet I think in a years time the results would be practically the same.

However, I will look into the matter more fully on my next inspection trip. In the meantime I would suggest that you acknowledge Mr. Purcell's letter, and state that at the present time we are short of equipment, but that if any is released or can be obtained we will be glad to comply with his request. Mr. Purcell's letter is herewith returned.

Yours very truly,

C. W. Manzer,
Division Engineer.

CWM:kl
1 Encl.

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

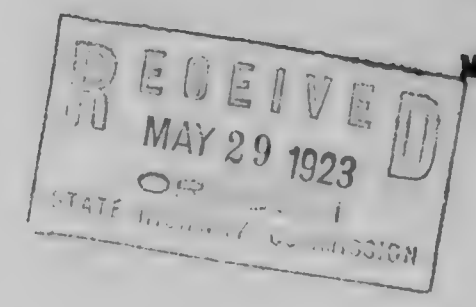
DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No.....

POST OFFICE BUILDING,
PORTLAND, OREG.

May 28, 1923.



Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

We have just made an inspection of Federal aid project No.6, Unit B, and it appears that the use of a water truck would greatly assist in compacting the gravel under truck traffic. While the gravel is damp when it comes from the plant, it dries out before it is compacted, and we believe that the expense of watering in connection with dragging and truck traffic will be fully justified.

We should be pleased to have you arrange for a sprinkler truck and pump as soon as possible.

Very truly yours,

C. H. PURCELL, District Engineer,

By _____
Acting.

CW Wallace

Referred to for [illegible]
Clerk

Form No. 39.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

NOTED
R.A.K.

Job Name: Unit # 2 Sarvice Creek-
Valades Ranck Section

Highway: John Day

County: Wheeler Co. Job Prefix: 35 PB-1

Date: April 7. 1923., 192

Week from: April 1st to 7th.

Mail Address: Fossil

Telegraph or Telephone Address: Fossil

Express and Freight Address: Condon

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

" Surfacing "

The contractor on this section came in on the 5th. He advised me that his equipment had left portand and that he expected it in within a few days. He has had a couple of men cutting trees for the poste and sills for the bunker and crusher. As soon as he has a camp set up he will start the force account work.

As the river is very high at the present time he intends doing the upper part of the section first, there is a bar at the upper end that is out of the watter .

NOTED

(See back of this sheet for instructions and detailed information.)

Signed: L. D. Lytle

Title: Res. Engr.

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week .....*men,*

.....*teams,* .....*steam shovels*

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project 12.1

Miles completed 0.0

Miles partially done 0.0

Average daily yardage placed this week 0.0

Average daily yardage necessary to complete on time 170

Contractor's average force for week 2 *men,*

0 *teams,* 0 *trucks*

Percentage of total required yardage now in place 00

Surfacing will be completed about Aug.31 st.

Number men in Engineering Party 0

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

(NOTE.—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week .....*men,*

.....*teams,* .....*trucks*

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem Office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job 35 pp-1 *Percentage* 00

Other jobs 35 pp *Percentage* 50

Other jobs 35 pB *Percentage* 25

Other jobs Maintenance *Percentage* 25

... proposed plans al...

35PB2 - Progress of Work.
File 58.

The Dalles, Ore., May 7, 1923.

RECEIVED
MAY 9 1923
OREGON
STATE HIGHWAY COMMISSION

Metzger & Johnson,
Roseburg, Oregon.

Gentlemen:

Referring to your contract which you have with the State Highway for the surfacing of Unit 2, Service Creek-Valades Ranch Section of the John Day Highway, which contract was awarded to you November 21st of last year, and which called for the completion of the same by August 31st of this year, please be advised that the progress made by you is very unsatisfactory. In fact, no progress has been made worth speaking of. On my visit there last week your crusher was only partly set up, and all work discontinued awaiting the balance of your plant.

At least five months of your time has already expired, and while we realize that very little work, if any, could have been done during the winter months, we can see no reason why your plant should not have been set up and ready to operate when weather conditions were right. We will expect this job to be completed on time, as ample time has been allowed within which to do this work, even after eliminating the winter months. Please be advised that no extension of time will be recommended by this office after the date of August 31st. We are very much disappointed in the progress, or rather lack of progress, on this job, and can see no ligitimate reason for the dilatory manner in which this work is carried on, for you are particularly favorably located in regard to the labor situation, as up to the present time the labor shortage in your locality has not been felt as in other parts of the State, neither has the contemplated or incipient I.W.W. strike reached into this locality. This we know, for we are doing work ourselves in this vicinity, and are able to get labor and teams more reasonably than in any other section of this division.

In order to complete this work on time, it will be necessary for you to turn out an output of approximately 220 yards of surfacing material in place for every working day that is left. This does not take into consideration the loss of time which you will naturally have due to break-downs, and the taking down and setting up again of your plant when you move from your present location, and we doubt very m whether you will be able to maintain this daily average without t installation of another set-up.

Please advise immediately what your proposed plans a

how you figure that you can complete this contract on time. This information is desired immediately, as it may have considerable bearing on what my recommendation may be to the Salem office in regard to this work.

Yours very truly,

C. W. W.

C. W. Wanzer,
Division Engineer.

CWW:kl

cc. Mr. Roy A. Klein.

File 35FB2 - 58.

The Dalles, Ore., March 29, 1923.

MAR 30 1923

Metzger & Johnson,
Roseberg, Oregon.

Gentlemen:

You entered into a contract with the State Highway Commission under date of November 21, 1922, to surface Unit 2 of the John Day Highway, near Spray. Four months of the time within which you are to complete this contract has expired, and we have no evidence of your even attempting to make a start on this work.

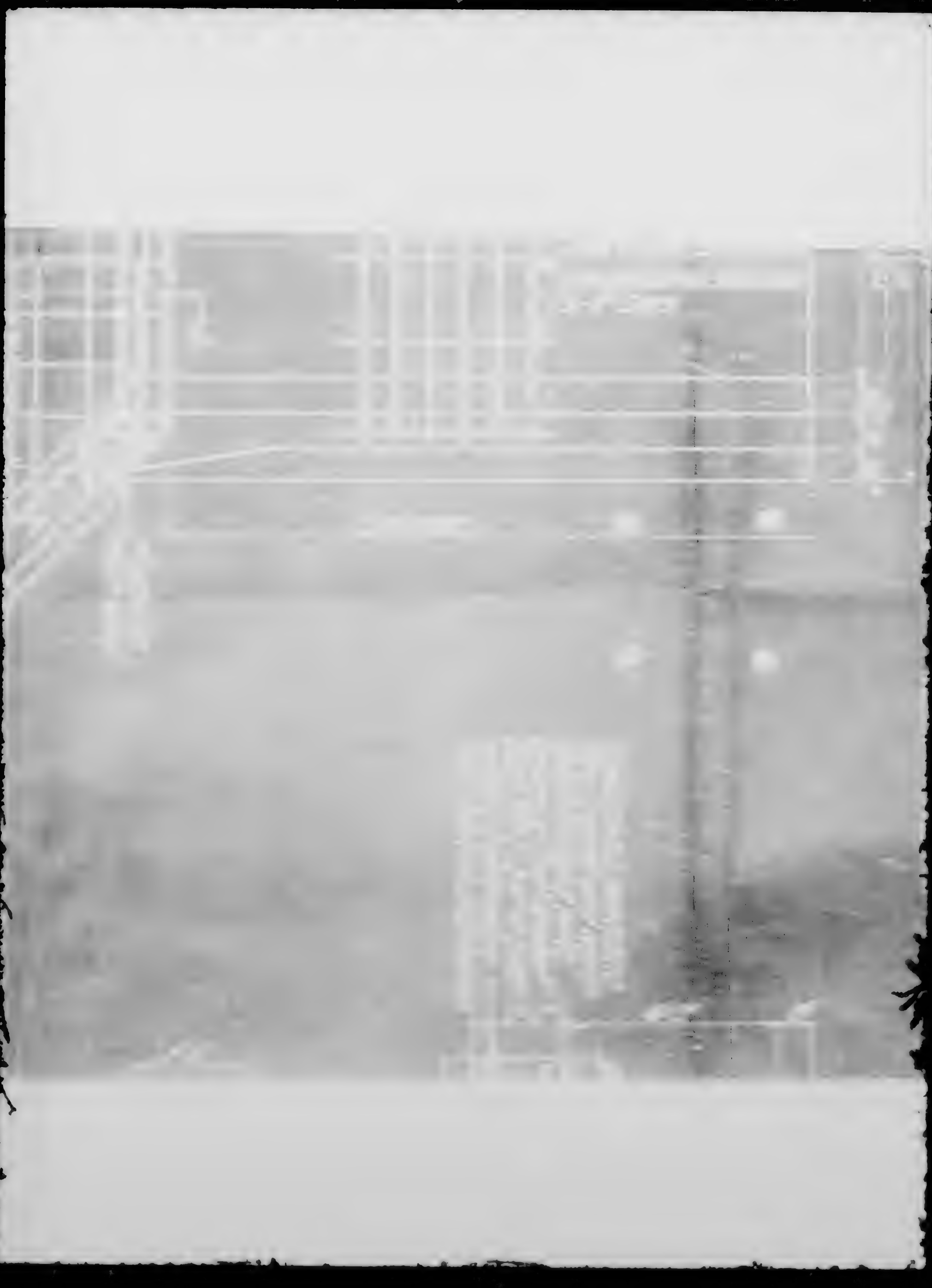
Our Resident Engineer, Mr. K. D. Lytle, wrote you under date of March 6th, advising you that conditions were favorable for your getting in your outfit, and suggested your beginning operations immediately, but no word has been received as yet from you. Unless this office has some definite information from you in the very near future as to what your plans and intentions are in regard to this contract that are satisfactory, the matter will be referred to the Salem office for such action as they may see fit. Kindly let me know as soon as possible.

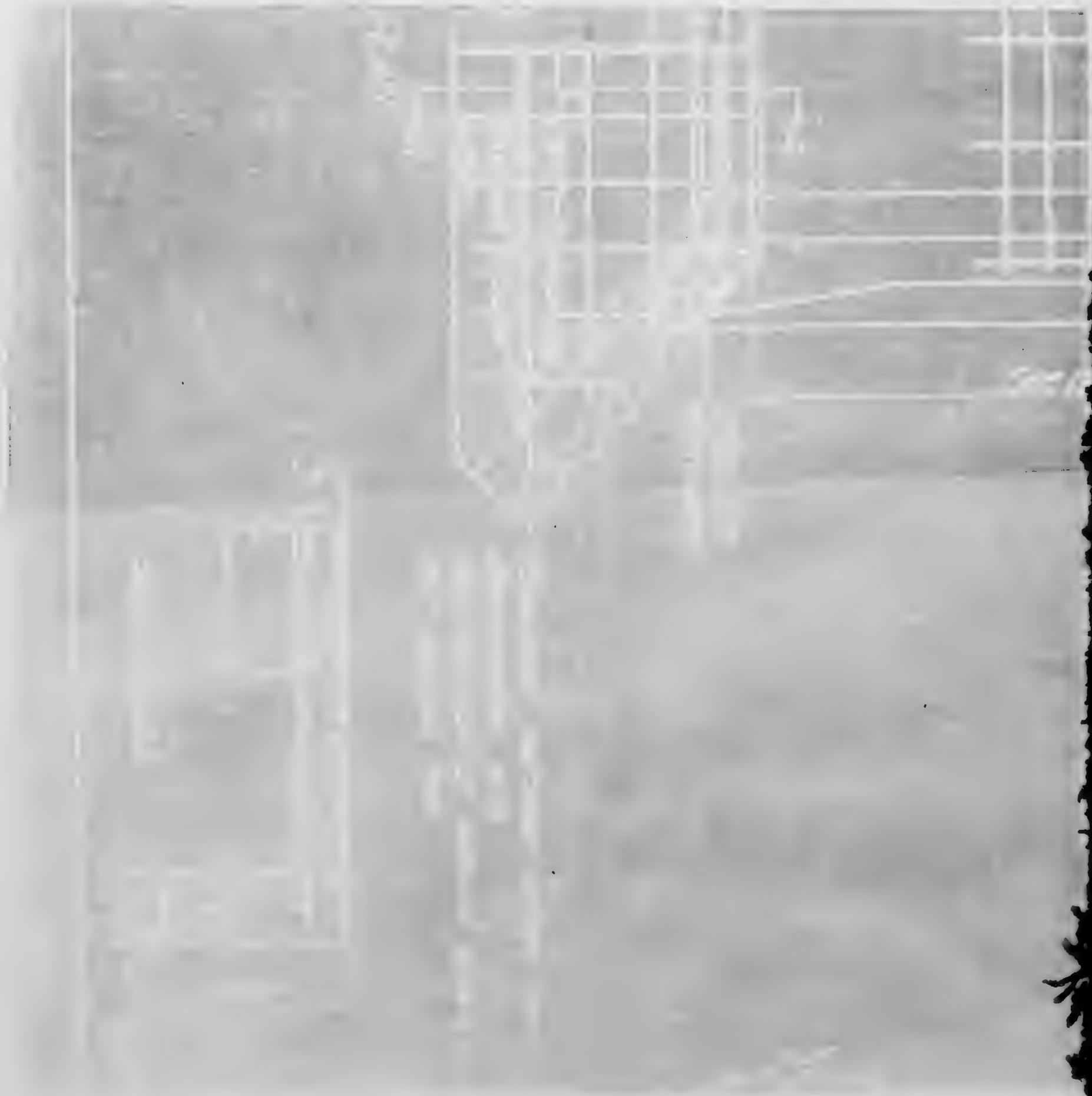
Yours very truly,

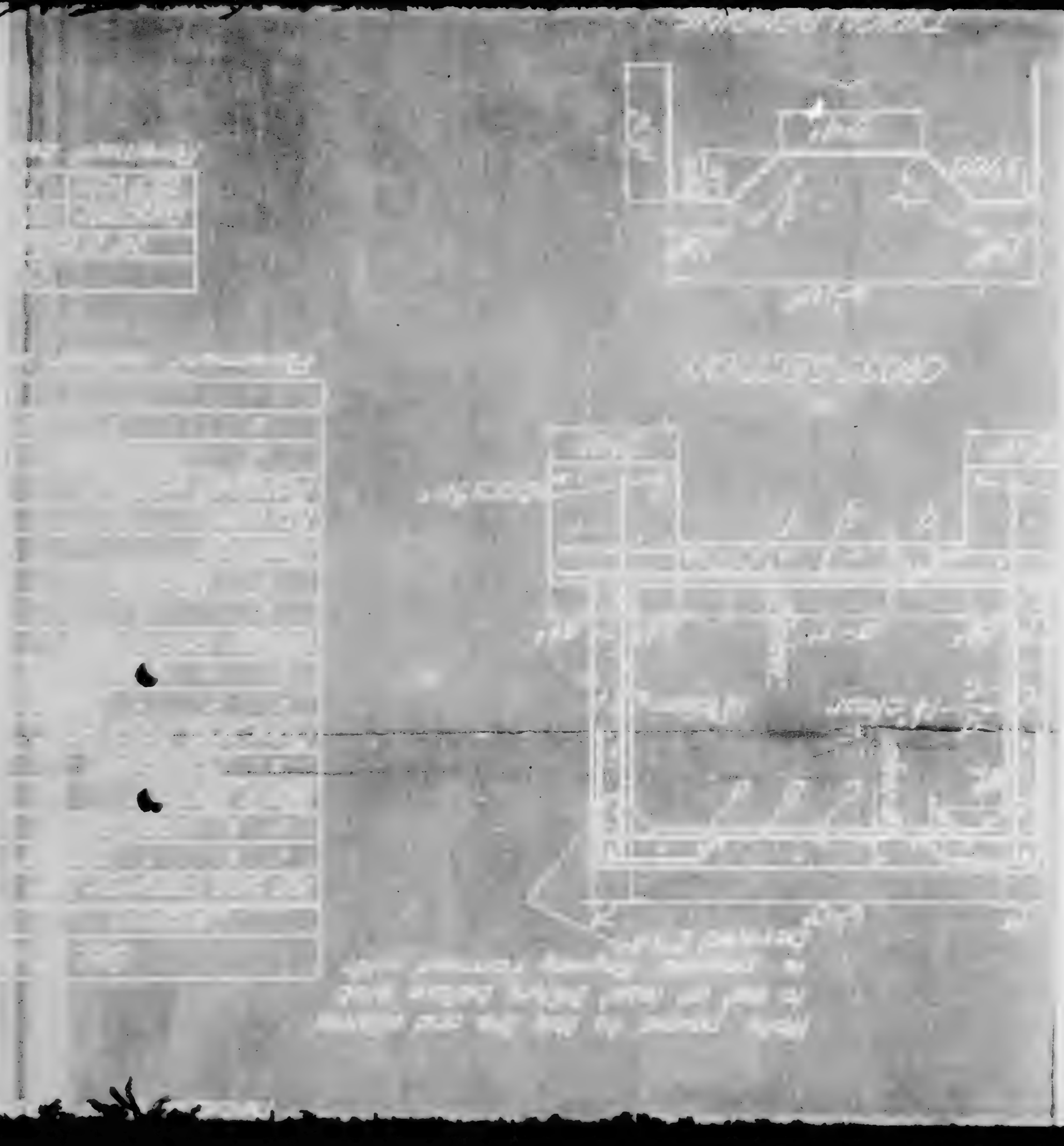
C. W. Wanser,
Division Engineer.

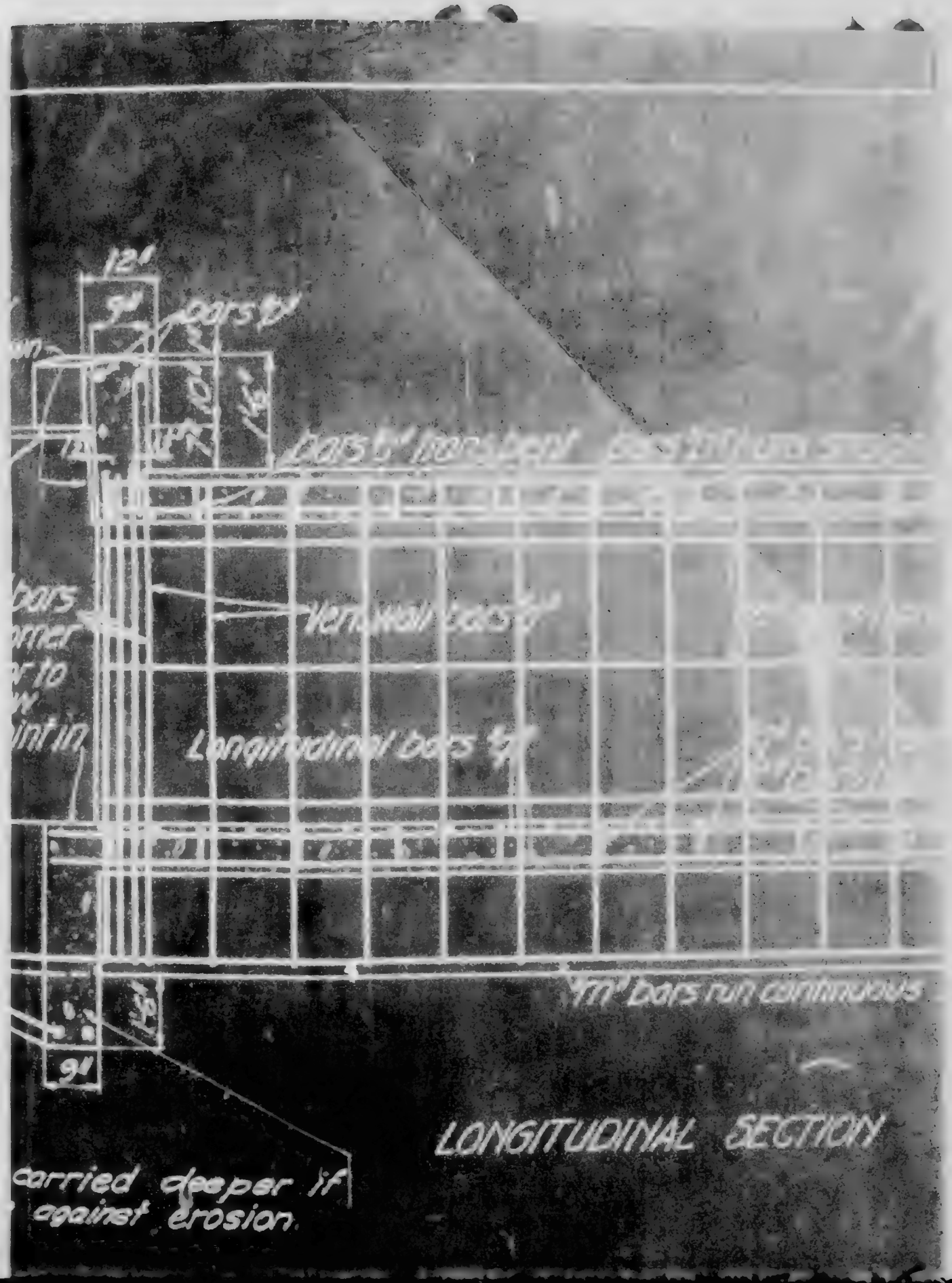
CWW:kl

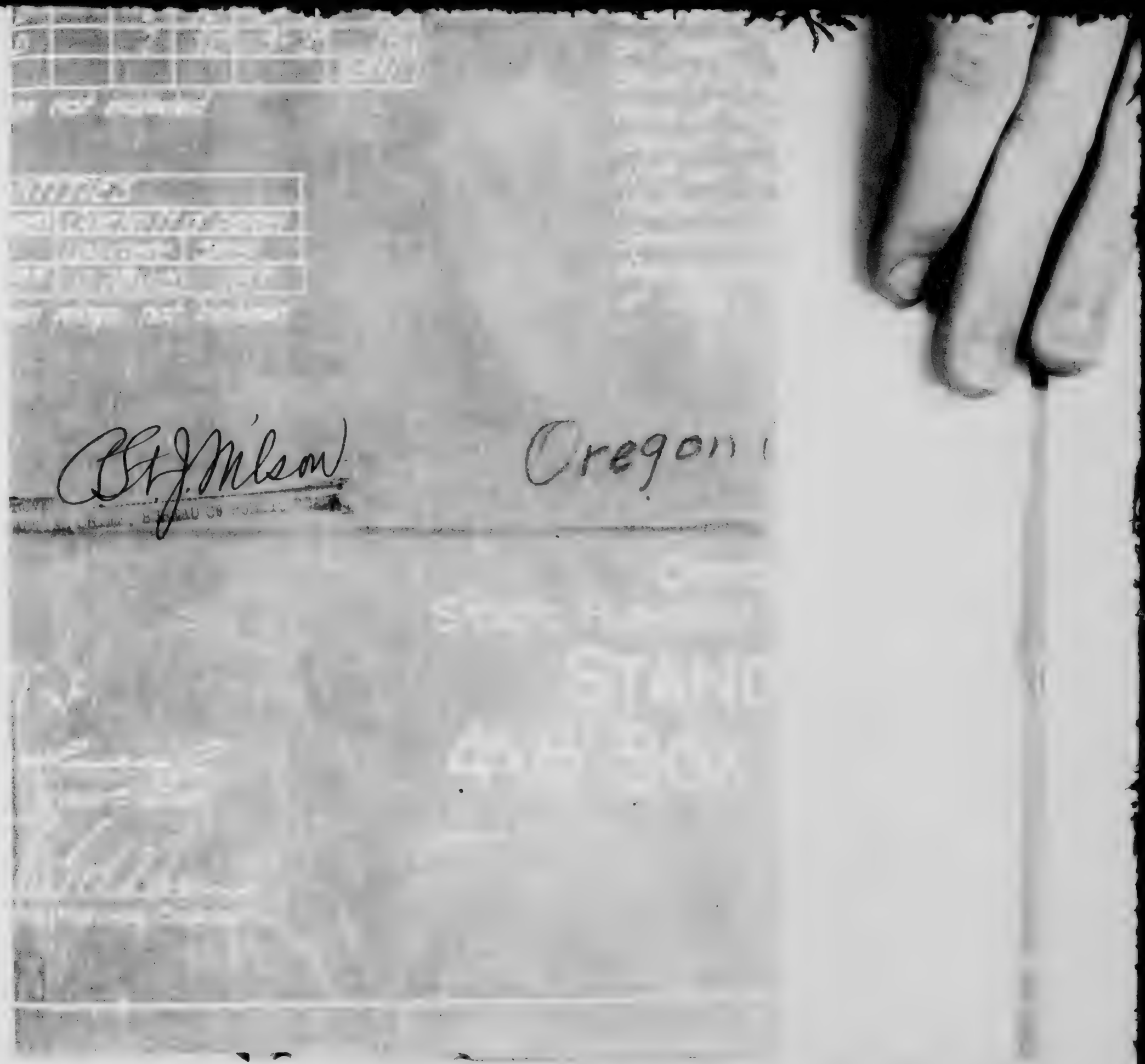
cc. Mr. Herbert Nunn.








12"
9"
bars
Vert. wall bars
Longitudinal bars
"m" bars run continuous
9"
carried deeper if
against erosion.
LONGITUDINAL SECTION


B. J. Wilson
Oregon

10 Dec - 6

B. & J. Wilson

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS.
DISTRICT NO. 1.

IN YOUR REPLY PLEASE
REFER TO FILE NO.....

January 26, 1923.

POST OFFICE BUILDING,
PORTLAND, OREG.

P.R. 6
Nunn.

RECEIVED
JAN 27 1923

Mr. Herbert Nunn,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The modified project agreement and certificate to cover Oregon project No. 6 (Service Creek-Valades Ranch section) have been executed. Enclosed herewith is an original copy each of the agreement and certificate for your files.

Yours very truly,

C. H. Purcell,
District Engineer.

Encl.

Oregon Federal Aid Project No. 6.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on March 15, 1920, by the State Highway Commission of Oregon, and on February 19, 1920, by the Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Project No. 6; and

WHEREAS, the plans and specifications previously approved for said project provided for the improvement of 49.25 miles of graded earth road in Wheeler and Grant Counties , for which the estimate approved was $728,136.60, and $364,068.30 Federal funds were set aside to the credit of said project; and

WHEREAS, the construction of said project in accordance with the plans and specifications previously approved has been completed, finally inspected, and accepted, at a total cost of $841,348.94, and voucher in the sum of $364,068.30 has been passed for payment as the share of the Federal Government on said project; and

WHEREAS, the said State Highway Commission of Oregon now requests a reopening of said project and a revision of the plans and specifications approved therefor to provide for the construction of 12.1 miles of 14-ft. gravel surface on Unit 3 of said project from Spray to Wheeler-Grant Counties line at an estimated cost of $41,012.40, and by reason thereof has requested that the approved estimate of cost be increased from the previous actual cost of $841,348.94 to $882,361.34, and that the Federal funds approved and set aside to the credit of said project be increased from the previous actual payment of $364,068.30 to $389,141.94; and

WHEREAS, by provision of the Federal Highway Act approved November 9, 1921, the prorata share of the United States payable on account of said

eal construction work is 61.13673 per cent.

NOW, THEREFORE, it is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the plans and specifications approved for said project be revised in the manner above recited and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

"Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates and the sum of three hundred eighty-nine thousand, one hundred forty-one and 94/100 dollars ($389,141.94) as the share of the United States payable under said Act on account of said project, which does not exceed the sum of $364,068.30 (the previous actual payment on said project) and 61.13673 per cent of the estimated cost of the gravel surfacing on Unit 2 of said project."

Article I shall read:

"Article I. Funds for the use of the Highway Department in the construction of said project have been or will be made available in the following manner, to wit:

(a) By the State $278,068.30 from the sale of road bonds authorized by the Oregon Legislature, Chapter 175, Laws of 1917, and balance from sale of bonds authorized by Chapter 31, Laws of 1920.
(b) By the County of Grant, $50,000 as per resolution of January 2, 1918, passed by County Court of said county, and by Wheeler County, $36,000 as per resolution passed on January 3, 1918, by the county court of said county."

To Article III shall be added paragraph (c) to read:

"(c) Payment of the United States' prorata share of the cost of this project over and above available funds apportioned to the State of Oregon for use prior to the fiscal year 1923 shall be made from the appropriation authorized to be made for the fiscal year 1923 by the Post Office Appropriation Act of June 19, 1922 (Pub. No. 244, 67th Cong.), but such payment shall not be made until the appropriation so authorized shall actually have been made by Congress."

Article IV shall read:

"Article IV. The United States prorata share of the cost of said project shall not in any event exceed (a) the said sum of three hundred eighty-nine thousand, one hundred forty-one and 94/100 dollars ($389,141.94), certified to the Secretary of the Treasury as above mentioned, being the sum of $364,068.30 (the previous actual payment on said project) and 61.13673 per cent of $41,012.40 (the approved estimated cost of the gravel surfacing on Unit 2 of said project), nor (b) the said per centum of the value of the labor and materials which shall

have been actually put into the construction of said project in conformity to said plans and specifications."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon on the 15th day of December, 1922, and the Secretary of Agriculture on the 13th day of January, 1923.

STATE HIGHWAY COMMISSION OF OREGON

By _____
Chairman, State Highway Commission

By _____
Member, State Highway Commission

By _____
Member, State Highway Commission

_____
Acting Secretary of Agriculture

te of Approval of Plans, Specifications and Estimates
., .0, to cover Oregon Federal ... oject No. 6).

NITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

IFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

nder "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, as amended by "An Act making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," approved February 28, 1919, and by "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," approved November 9, 1921 (42 Stat., 212).)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF ..Oregon.....

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of ..Oregon.. for the construction of a rural post road between ..a point at the mouth of Service Creek in Wheeler County and a point easterly and southeasterly through Spray and the North Fork of John Day River to a point in Grant County at Valadez Ranch near Dayville ..... locally known as ..the John Day Highway, Service Creek-Valadez Ranch section, Wheeler and Grant Counties ..... and designated in the records of this Department as Project No. ..6....., State of ..Oregon.....

SECOND. That in accordance with said provisions I have approved the sum of $..882,361.34.. in addition to the previous actual payment of $364,068.30 as the total estimated cost of said project, and the sum of $..25,072.64/..... as the share of the United States, payable under said acts on account of such project, which does not exceed ..61.13673.. per cent of said total estimated cost.

Done in the District of Columbia, this ..13th.. day of ..January..... one thousand nine hundred and ..Twenty-three, as witness my hand and the seal of the Department of Agriculture.

Clarence Ousley
Acting Secretary of Agriculture.

GOVERNMENT PRINTING OFFICE 8—4330

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS,

DISTRICT No. 1.

POST OFFICE BUILDING,
PORTLAND, OREG.

January 19, 1923.

RECEIVED
JAN 20 1923
OREGON
STATE HIGHWAY COMMISSION

Mr. Herbert Nunn,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We enclose herewith one copy of the revised estimate upon which is based the project agreement, as amended for Oregon Federal Aid project No. 6, (Unit 2 of Sarvice Creek-Valades Ranch section, John Day Highway).

Yours very truly,
C. H. PURCELL, District Engineer,

By _____
Acting

CONTRACT #627,
SEE:
CONTRACT #460

627 CFF: Contract

CONTRACT #628,

SEE:

CONTRACT #555

/28 JTF: Contract 555

CONTRACT #628

PR 95 Port Orford-Elk River 1923-1930

628

PR 95 Port Orford-Elk River 1923-1930

628

STENCIL NO. 124

1795

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1.

In reply please refer to File No. Oregon F.A.P. No.95

Post Office Building
Portland, Oregon.
July 9, 1930.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:-

We are forwarding herewith for your files an executed copy each of the modification of project agreement and certificate for the above numbered Federal Aid Project.

Very truly yours,

W. H. LYNCH
District Engineer

By H. Canfield
H. H. Canfield
Highway Engineer.

Encl.

Don

Agpv 6911

...ral Project No. 95.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on May 29, 1923, by the State Highway Commission of Oregon, and on May 3, 1923, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 95; and

WHEREAS, the plans and specifications previously approved for said project provided for the construction of 3.30 miles of road surfaced with gravel, in Curry County, for which the estimate approved was $39,971.25 and $24,437.11 Federal funds were set aside to the credit of said project; and

WHEREAS, the construction of said project in accordance with the plans and specifications previously approved has been completed, finally inspected, and accepted, at a total cost of $38,527.74, and $23,333.28 Federal funds were set aside to the credit of said project; and

WHEREAS, the said State Highway Commission of Oregon now requests a reopening of said project and a revision of the plans, specifications and estimates approved therefor to provide for improvements in alignment, thereby reducing the length of said project from 3.30 miles to 3.277 miles, and to provide for widening the roadway and for the construction of a multiple lift bituminous macadam surfacing over the entire length of said project; at an

...$276.68; and by reason thereof has requested that the estimate of cost approved for said project be increased from the previous actual cost of $38,527.74 to $75,824.42, and that the Federal funds approved and set aside to the credit of said project be increased from the previous actual payment of $23,333.28 to $46,418.54:

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the plans, specifications and estimates approved for said project be revised in the manner above indicated, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates and the sum of forty-six thousand, four hundred eighteen and 54/100 dollars ($46,418.54) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

Article II shall read:

> "Article II. This agreement covers the following road as described in detail in said surveys, plans and specifications:
>
> Between survey station 129+95.0 at the intersection of Sixth Street with the west line of Jefferson Street in Port Orford, and survey station 302+50.6 at the south end of Federal Aid Project No. 70, Section A, in the S.E. ¼ of Sec.20, T.32 S., R.15 W., terminal points, a distance of 3.277 miles, known locally as the Port Orford-Elk River Section of the Roosevelt Coast Highway, Curry County."

IV. The United States pro rata share of the [illegible] of the labor and materials which shall be actually put into the construction of said project shall not in any event exceed the sum of forty-six thousand, four hundred eighteen and 54/100 dollars ($46,418.54), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of seventy-five thousand, six hundred twenty-four and 42/100 dollars ($75,624.42), the approved total estimated cost of said project."

Article VI shall read:

"Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute project agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon on the 22 day of May, 1930, and the Secretary of Agriculture on the 23rd day of June, 1930.

STATE HIGHWAY COMMISSION OF OREGON

By _____
Chairman, State Highway Commission

By _____
Member, State Highway Commission

By Robert W Sawyer
Member, State Highway Commission

ARB R. M. Stewart
Acting Secretary of Agriculture

Ore. F.A.P. 95.

UNITED STATES DEPARTMENT OF AGRICULTURE

OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a road between survey station 129+95.0 at the intersection of Sixth Street with the west line of Jefferson Street in Port Orford, and survey station 302+50.6 at the south end of Federal Aid Project No. 70, Section A, in the S.E.¼ of Sec.20, T.32 S., R.15 W., locally known as the Port Orford-Elk River Section of the Roosevelt Coast Highway, Curry County, and designated in the records of this Department as Project No. 95, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 75,624.42 in lieu of the previous actual payment of $23,333.28 as the total estimated cost of said project, and the sum of $ 46,418.54/ as the share of the United States, payable under said acts on account of such project, which does not exceed authorized Federal pro rata share the/ percent of said total estimated cost.

Done at the city of Washington, this 23rd day of June one thousand nine hundred and Thirty, as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap

Acting Secretary of Agriculture.

MB

S—4000

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1

In reply please refer to File No. Ore.F.A.P. 95-(Reop.)

Post Office Building,
Portland, Oregon,

June 17, 1930.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:-

We are forwarding herewith for your files an approved copy of the estimate dated April 8, 1930., which has been used as the basis of the project agreement.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Canfield
Highway Engineer.

Encl,

P.S. We note that the deficiency calculations have been stricken out, and infer that this is due to the calculation being made on the basis of 1924 per mile limitation rather than for the year 1923.

L. J. C.

95 Resp

April 11th, 1930

Mr. W. H. Lynch,
District Engineer,
Bureau of Public Roads,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis for modified agreement covering the Port Orford-Elk River Section, Project No. 95, Reopened.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Prebert
Office Engineer

Dict. by J. W. Nash : EP
Enc.

Oregon State Highway Department — Project No. 95 (Reopened)

PORT ORFORD-ELK RIVER SECTION OF THE ROOSEVELT COAST HIGHWAY

IN CURRY COUNTY

(Estimate as basis for modified agreement. Based on low bid prices for regrading, resurfacing and bituminous macadam aggregate and estimated costs of constructing bituminous macadam wearing surface.)

Salem, Oregon, April 8, 1930.

Completed Work as Shown by Final Voucher

Final Cost on Roadway	$35,210.24
Engineering and Contingencies	3,317.50
Total	$38,527.74
Federal Aid Paid on Roadway, (Fiscal Year 1923)	$25,333.38

Length of Roadway	3.50 miles
Cost per mile, Roadway	$11,675.07
Federal Aid Paid per Mile, Roadway	$ 7,070.68

NEW WORK - ROADWAY

All Required	Clearing and Grubbing		Low Bid	$ 677.38
9,100 cu.yds	Common Excavation	.51	"	4,641.00
800 cu.yds	Solid Rock Excavation	.50	"	400.00
1,500 yd.stn.	Overhaul	.03	"	45.00
8,000 yd.rd.	Trunk Haul	.20	"	1,700.00
900 cu.yds	Selected Borrow	.50	"	450.00
1,500 yd.mi.	" " Haul	.20	"	300.00
6.0 M-FBM	Lumber and Timber	37.50	"	225.00
50 lin.ft	12" Concrete Pipe	1.50	"	75.00
320 lin.ft	18" " "	2.50	"	800.00
5,400 cu.yds	Base Course Surfacing	.80	"	4,320.00
1,350 cu.yds	Top Course Surfacing	.90	"	1,215.00
600 cu.yds	Earth Filler	.40	"	240.00
1,800 yd.mi.	Filler Haul	.18	"	324.00
21,000 yd.mi.	Hauling Cr. Gravel (Tr. Mess)	.16	"	3,360.00

Bit. Mac. Aggregate

1,500 cu.yds	1 1/2"-1" Matl. in Stock Pile	.70	"	1,050.00
460 cu.yds	1" - 1/2" " " "	.70	"	322.00
660 cu.yds	1/2" - 1/8" " " "	.70	"	462.00
110 cu.yds	Screenings	-	"	--
6,000 yd.mi.	Hauling Cr. Gravel (Pile Mess)	.17	"	1,122.00

Project No. 95 - Reopened (Continued)

Constructing Bit. Mac. Wearing Surface

3.3 miles	Preparation of Base	$100.00	Est.	$ 330.00
2,760 cu.yds	Placing Min. Aggregate	1.10	"	3,036.00
4,800 yd.mi.	Hauling Min. Aggregate	.40	"	1,920.00
190 tons	Asphalt in Place	35.00	"	6,650.00
		Sub-total		$33,736.26
		10% Engr. & Cont.		3,372.42
		Total		$37,096.68

Length of Project 3.277 miles (revised)
Cost per mile,(new work) $11,320.31
Adjusted Federal Aid Paid per Mile $23,333.26 ÷ 3.277 = $7,120.31
($18,341.02 - $7,120.31) ÷ $18,341.02 = .611782 deficiency
.611,782 x $18,669 = $11,421.35 per mile, allowable final year 1930.

$11,421.35 x 3.277 = $37,427.76, Total F. A. allowable on new work.

Federal Aid Requested: 62.25% of $37,096.68 = $23,085.26

SUMMARY

Total Estimated Cost, All Work	$75,624.42
Total Federal Aid, all work	46,418.64
Length of Roadway	3.277 (revised)
Total Cost per Mile	$23,077.33
Total Federal Aid Per Mile	$14,164.26

State Funds for Construction - Chapter 175, Laws 1917; Chapter 31, Laws 1920.
" " " Maintenance - Chapter 41, Laws 1927.

95 Rec'd

February 21, 1930.

Mr. W. H. Lynch,
District Engineer
Bureau of Public Roads,
Box 3900
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of estimate accompanying plans and five copies of special provisions for the regrading and resurfacing, and five sets of special provisions for the reconstruction of bituminous macadam wearing surface on the Port Orford-Elk River Section, Project 95, Reopened.

Under separate cover we are sending three sets of blueprint plans and two additional prints of Sheet #2 of the plans which we wish to request, be substituted in the plans previously sent.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. Nash/AP
Encls.

Oregon State Highway Department — Project No. 95 (Reopened)

PORT ORFORD-ELK RIVER SECTION OF THE ROOSEVELT COAST HIGHWAY

IN CURRY COUNTY

(Estimate with plans. Not as basis for modified agreement)

Salem, Oregon, February 24, 1930.

Completed Work as Shown by Final Voucher

Final Cost on Roadway	$ 35,210.24
Engineering and Contingencies	3,317.50
Total	$ 38,527.74
Federal Aid Paid on Roadway (Fiscal year 1925)	$ 23,333.29

Length of Roadway	3.30 miles
Cost per mile, Roadway	$11,676.07
Federal Aid Paid per Mile, Roadway	$ 7,070.69

UNIT WORK - ROADWAY

All Required	Clearing and Grubbing		$ 300.00
8,100 cu.yds	Common Excavation	.40	3,240.00
500 cu.yds	Solid Rock Excavation	1.25	625.00
1,500 yd.sta	Overhaul	.04	60.00
8,800 yd.mi	Truck Haul	.30	2,640.00
900 cu.yds	Selected Borrow	.30	270.00
1,500 yd.mi.	" " Haul	.30	450.00
6.0 M-FBM	Lumber and Timber	40.00	240.00
50 lin.ft	12" Concrete Pipe	2.00	100.00
320 lin.ft	18" Concrete Pipe	3.00	960.00
5,400 cu.yds	Base Course Surfacing	1.00	5,400.00
1,350 cu.yds	Top " "	1.15	1,552.50
600 cu.yds	Earth Filler	.30	180.00
1,800 yd.mi.	Filler Haul	.20	360.00
21,000 yd.mi.	Hauling Crushed Gravel (Truck Haul)	.15	3,150.00

Bituminous Macadam Aggregate:

1,530 cu.yds	1 1/2" - 1" Materials in Stock Pile	.90	1,377.00
400 cu.yds	1" - 1/2" " " " "	1.05	420.00
660 cu.yds	1/2" - 1/8" " " " "	1.15	759.00
110 cu.yds	Screenings	-	- -
6,600 yd.mi	Hauling Crushed Gravel (Pile Haul)	.18	1,188.00

Constructing Bit. Mac. Wearing Surface

3.3 Miles	Preparation of Base Macadam	100.00	$ 330.00
2,700 cu.yds	Placing Mineral Aggregate	1.10	3,036.00
4,800 yd.mi	Hauling " "	.40	1,920.00
190 Tons	Asphalt in Place	35.00	6,650.00
		Sub-total	$35,880.50
		10% Engr. & Cont.	3,588.05
		Total	$39,468.55

Length of Roadway 3.277 miles (Revised)
Cost per mile, new work - $ $12,044.11

Federal Aid Allowable on New Work:

Adjustable F. A. paid per Mile $23,333.28 ÷ 3.277 = $7,120.31
($18,341.02 - $7,120.31) ÷ $18,341.02 = .611782 deficiency

.611782 x $18,669 = $11,421.35 per mile, allowable Fiscal Year 1930
$11,421.35 x 3.277 = $37,427.76 total allowable Fiscal year 1930

Federal Aid Requested: 62.23% of $39,468.55 = $24,561.27

SUMMARY

Total Estimated Cost, All Work	$ 77,936.23
Total Federal Aid, All Work	47,894.55
Length of Roadway	3.277 miles (revised)
Total Cost per Mile	$ 23,801.12
Total Federal Aid Per Mile	$ 14,618.36

February 26, 1924

Mr. John Hakenson,
Oakland, Oregon.

Dear Sir:

Your request for extension of time on contract No. 628, Port Orford-Sixes River Section of the Coast Highway in Curry County, was considered at the meeting of the Commission on January 10th and the following action was taken:

"John Hakanson, contract No. 628, Port Orford-Sixes River Section of the Coast Highway in Curry County, requested an extension of time to January 15, 1924. The Engineer recommended that the extension be granted without penalty, inasmuch as the delay in completion of the project had not caused any inconvenience to travel or loss to the state due to the maintenance by the contractor. Recommendation approved by the Commission".

Very truly yours,

State Highway Engineer.

RAK:LM

A. F. STEARNS

628 - Curry County.

C. L. CHENOWETH

STEARNS & CHENOWETH

OAKLAND AND YONCALLA

WHOLESALE AND RETAIL

THE *WINCHESTER* STORE

PAGE AND AMERICAN FENCE

HARDWARE, STOVES AND TINWARE

BUILDING MATERIALS, IMPLEMENTS
AUTOMOBILE ACCESSORIES
AND SPORTING GOODS

OAKLAND, . . OREGON

2/4/24

State Highway Commission

Salem Ore

Dr Sirs

I acknowledge
receipt of settlement - Notice
Contract No 628 - Johnstonburn
Feb 11 - 24

Yours truly
A F Stearns

#628

RECEIVED
FEB 5 1924

#6-2 - Curry Co.

PR-95

February 1, 1924.

Mr. A. F. Sterns,
Oakland, Oregon.

Dear Sir:

Please be advised that it is the intention of the State Highway Commission to make semi-final payment to John Robinson on Contract No. 628, Port Orford-Sixes River Section of the Roosevelt-Coast Highway in Curry County.

This payment will be made on or after February 11th 1924.

Kindly acknowledge receipt of this letter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

Chief Clerk.

Dict. by J. McFarland.

Form No. 39—22292—6M—8-23

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

PR-95

Date Jan 15, 1924

Job Name Rock Creek - Gardiner

Week from Jan 6 to Jan 12 1924

Mail Address Gardiner Ore

Highway Coast

Telegraph or Telephone Address

County Curry Job Prefix P.E. 92

Express and Freight Address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Party completed final records and estimate on the 11th

Estimate will be held until last cost bills are turned up.

RECEIVED
JAN 21 1924
STATE HIGHWAY COMMISSION

RECEIVED
JAN 17 1924
FIELD ENG. OFFICE

(See back of this sheet for instructions and detailed information.)

Signed E. H. Armstrong

Title Res. Engr.

#628 - Curry Co
PR 95

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... men,

..... teams, ... steam shovels

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

#62 - Curry Co
PR 95

September 14, 1926.

Mr. Collier M. Buffington,
Attorney,
Gold Beach, Oregon.

Dear Sir:

Complying with y ur request of the 11th inst. we are preparing and mailing to you herewith certified copy of contract awarded to John Hakanson for grading and surfacing the Port Orford-Sixes River Section of the Roosevelt Highway in Curry County.

In order to complete our files in this matter please furnish the affidavit which is required by law.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM
Encl.

LAW OFFICES OF
COLLIER H. BUFFINGTON
GOLD BEACH, OREGON

September 11, 1926.

State Highway Commission of Oregon,
Salem,
Oregon.

Gentlemen:

Inclosed herewith is my certificate for the purpose of procuring a certified copy of the contract of John Haakenson with the State Highway Commission for the construction of that portion of the Roosevelt Coast Highway lying between Elk River and Sixes River in this county.

I realize that I should furnish an affidavit but my client being at some distance and this action being pending, I trust that the certificate will be sufficient. If you require the affidavit for your files I shall be pleased to procure one from Mr. Mott later and forward it to you.

Yours very truly,

Collier H. Buffington

#628
Portland - Coos River
A. T. Kleeman, Oakland Cal.

State of Oregon)
) ss
County of Curry)

I, Collier H. Duffington do hereby certify:

That one Sam Mott has a claim against one John Haakenson for indebtedness due the said Sam Mott from the said John Haakenson on account of labor performed by the said Sam Mott in the construction of the section of Roosevelt Coast Highway between Lines River and Elk River in Curry County, Oregon. In pursuance of a contract between the said John Haakenson and the State Highway Commission of Oregon for the construction of the said section of the said highway.

That I am attorney for the said Sam Mott in an action brought in the Circuit Court of the State of Oregon for Curry County for the collection of the said account; that I make this certificate for the purpose of procuring a certified copy of the said contract between the said John Haakenson and the State Highway Commission of Oregon.

Dated at Gold Beach, Oregon, this 11th day of September, 1926.

Collier H. Duffington

November 6, 1923

Mr. John Halvorson,
Oakland, Oregon.

Dear Sir:

In the matter of your request for extension of time which was referred to the Highway Commission at their last meeting on October 23rd, the following action was taken as recorded in the minutes of the Commission meeting of that date:

"John Halvorson, contract No. 429, Part Orford-Sixes River Section, Roosevelt Highway in Curry County, requested an extension of time to December 15. The Engineer recommended that the extension requested be granted without penalty. Recommendation approved by the Commission."

Very truly yours,

State Highway Engineer.

BAK:LM

Form No. 39.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

NOTED
R.A.K.

Date ....., 192..3.

Job Name ....

Week from ..... to .....

Mail Address .....

Highway .....

Telegraph or Telephone Address .....

County ..... Job Prefix .....

Express and Freight Address .....

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

AUG 24 1923

RECEIVED
AUG 23 1923
MARSHFIELD DIV. OFFICE

Signed .....

Title .....

(See back of this sheet for instructions and detailed information.)

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week .....*men,*

.....*teams,* .....*steam shovels*

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week .....*men,*

.....*teams,* .....*trucks*

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem Office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number days worked on this project .....

Number men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

(NOTE.—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week .....*men,*

.....*teams,* .....*trucks*

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job..... *Percentage*.....

Other jobs..... *Percentage*.....

Other jobs..... *Percentage*.....

Other jobs..... *Percentage*.....

Form No. 39.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

NOTED
R. A. K.

Date Aug 12, 1923

Job Name [illegible]

Week from Aug 5 to Aug 11, 1923

Mail Address [illegible] Roseburg Ore

Highway [illegible]

Telegraph or Telephone Address

County [illegible] Job Prefix [illegible]

Express and Freight Address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

[illegible]

AUG 11 1923

RECEIVED
AUG 16 1923
MARSHFIELD DIV. OFFICE

Signed [illegible]

Title [illegible]

(See back of this sheet for instructions and detailed information.)

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week .....men,

.....teams, ...steam shovels

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project 6.05

Miles completed —

Miles partially done 1.5

Average daily yardage placed this week 110

Average daily yardage necessary to complete on time 247

Contractor's average force for week 9 men,

1 teams, 2 trucks

Percentage of total required yardage now in place 1

Surfacing will be completed about .....

Number men in Engineering Party 2

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem Office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number days worked on this project .....

Number men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

(NOTE.—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week .....men,

..... teams, ...trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job [illegible] *Percentage* 66

Other jobs GPD *Percentage* 17

Other jobs GVJ *Percentage* 17

Other jobs..... *Percentage*.....

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS,
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.------

POST OFFICE BUILDING.
PORTLAND, OREG.

July 19, 1923.

95

NOTED
[illegible]

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The project agreement and certificate to cover Oregon 95 have been executed. Enclosed herewith is an original copy each of the agreement and certificate for your files.

Yours very truly,

C. H. Purcell,
District Engineer
By L McKinney
ACTING

RECEIVED
JUL 20 1923

Form P. R. 2

State Oregon

Project No. 95

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

AMENDED FEBRUARY 28, 1919

WASHINGTON
GOVERNMENT PRINTING OFFICE
1921

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 29th day of May, 1923

by and between the State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act To provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended by act approved February 28, 1919 (40 Stat., 1189), entitled "An Act Making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes": and as further amended by the Federal Highway Act approved November 9 1921 (Public No. 87, 67th Congress).

Whereas the said State has assented to the provisions of said act, and by the Highway Department submitted on the 5th day of January, 1923

a project statement, which was approved by the Secretary on the 12th day of February, 1923, for the proposed construction of a project consisting of the rural post road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates approved by the District Engineer on February 12, 1923, and approved by the Secretary on the 3rd day of May, 1923; and

Whereas the Secretary on the date last above named certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of twenty-four thousand, four hundred thirty-seven and 11/100

dollars ($ 24,437.11) as the share of the United States payable under said act on account of said project, which does not exceed 50 per cent of the total estimated cost thereof: 61 13673

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT.

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been or will be made available in the following manner, to wit:

*(a) By the State From sale of bonds authorized by legislature under Chapter 175, Laws of 1917, and Chapter 31, Laws of 1920
By act of the Legislature of (date and citation), appropriating dollars.

*(b) By the Count..... of
By tax levy or bond issue authorized by act of (date and citation).

*(c)

ROAD EMBRACED IN PROJECT.

ARTICLE II. The project covered by this agreement includes the following road as described in detail in said surveys, plans, and specifications:

Between survey station 128+81.3 in Port Orford and survey station 302+94.4 at the south end of Oregon 70

terminal points, a distance of 3.30 miles, known locally as the Port Orford-Elk River Section of the Roosevelt Coast Highway.

CHARACTER AND METHOD OF CONSTRUCTION.

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project in strict compliance with said plans and specifications, which are hereunto annexed and made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.

(*b*) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

UNITED STATES PRORATA SHARE OF THE COST OF SAID PROJECT.

ARTICLE IV. The United States prorata share of the cost of said project shall not in any event exceed (*a*) the said sum of twenty-four thousand, four hundred thirty-seven and 11/100 dollars, certified to the Secretary of the Treasury as above mentioned, being 61.13673 per cent of thirty-nine thousand, nine hundred seventy-one and 25/100 dollars, the approved total estimated cost of said project, nor (*b*) the said per centum of the value of the labor and materials which shall have been actually put into the construction of said project in conformity to said plans and specifications.

PAYMENTS.

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of the said certified sum, or so much thereof as may be due under the terms hereof, to .....

.....
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the ..... (State or county.) of ..... (Name.)
(Strike out if not appropriate.)

STRICKEN OUT

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to .....

the State Treasurer
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State (State or county.) of Oregon (Name.)
of such sums as shall not together with previous payments exceed the United States prorata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $20,000 per mile according to the appropriation chargeable therewith of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT.

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: ..... and of Nov. 9, 1921

.....

RESOLUTION

In view of the fact that the State Highway Commission was authorized by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways,

IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 237 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties

above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $20,000 per mile according to the appropriation chargeable therewith of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT.

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and of Nov. 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: .....

RESOLUTION

In view of the fact that the State Highway Commission was authorized by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways,

IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 237 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties for which a suitable contract will be entered into, will be sufficient to maintain all state roads constructed by the State Highway Commission or jointly by the Commission and the Federal Department of Agriculture, as provided for in the Federal Aid Road Act, and

BE IT RESOLVED, that the state assumes responsibility to the Federal Government for the proper maintenance of all highways constructed in cooperation with the Federal Government under any federal act providing for cooperative road construction, the state to make whatever arrangements with the various counties it may deem necessary to meet this obligation in accordance with the laws of the state of Oregon and the Federal Aid Road Act, and any other Federal Law that may have been, or may be, enacted to further road improvement in the State of Oregon.

I, Roy A. Klein, duly appointed Secretary for the Oregon State Highway Commission, hereby certify the above resolution was unanimously adopted by the Oregon State Highway Commission, at its regular meeting held at Salem, Oregon, on August 7, 1917, all members being present and voting, and at a special meeting held in Portland on September 25, 1917, a majority being present and voting, when an amendment was made to the original resolution to make it read as above.

ROY A. KLEIN

Secretary

ARTICLE VI. The said project will be maintained in compliance with said act of July 11, 1916, by the .....

....., upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .....

(Include reference to statute making appropriation and probable amount annually available.)

.....

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: .....

.....

.....

(Strike out if not appropriate.)

STRICKEN OUT

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 3rd day of May, 1923

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department.)

By .....

Chairman, State Highway Commission
(Title of officer.)

By W. H. Malone

Member, State Highway Commission
(Title of officer.)

By H. H. Baldwin

Member, State Highway Commission
(Title of officer.)

By .....

(Title of officer.)

By .....

(Title of officer.)

By .....

(Title of officer.)

[SEAL.]

[SEAL.]

C. M. Gaylord

ACTING Secretary of Agriculture.

(1423

FORM NO. PR. 8

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, as amended by "An Act making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," approved February 28, 1919, and by "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," approved November 9, 1921 (42 Stat., 212).)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between survey station 128+81.3 in Port Orford and survey station 302+94.4 at the south end of Oregon 70 locally known as the Port Orford-Elk River Section of the Roosevelt Coast Highway and designated in the records of this Department as Project No. 95, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $39,971.25 as the total estimated cost of said project, and the sum of $24,437.11 as the share of the United States, payable under said acts on account of such project, which does not exceed 61.13673 per cent of said total estimated cost.

Done in the District of Columbia, this 3rd day of May one thousand nine hundred and Twenty-three, as witness my hand and the seal of the Department of Agriculture.

C. W. Pugsley

ACTING *Secretary of Agriculture.*

GOVERNMENT PRINTING OFFICE 8—4829

Form No. 24.

(To be made out in triplicate. White and blue copies to be sent to Salem office.)

92

OREGON STATE HIGHWAY DEPARTMENT
ORDER FOR EXTRA WORK

Job ..... Port Orford--Ix River ..... Date ..... July 5, 1923, 192...

Highway ..... Coast ..... Contract No. ..... 6, 8 .....

County ..... Curry ..... Order No. ..... 2 .....

Contractor ..... John Wakannon .....

Address ..... Port Orford, Oregon. .....

The following work is hereby classified as "Extra Work," to be performed and paid for in accordance with the terms of contract.

Work to be done: ..... Covering slide material, Sta. 365 to 371, cleaning ditches Sta 345 to 435, and trimming roadbed at Bridge ends. .....

Location by station numbers: .....

Quantities: ..... 300 cu. yds. .....

Estimated cost: ..... $200.00 .....

RECEIVED JUL 9 1923 OREGON STATE HIGHWAY COMMISSION

RECEIVED JUL 6 1928 MARSHFIELD DIV. OFFICE

Recommended for approval:

..... Resident Engineer.

Approved: H. M. Munday

Date ..... July 7-23 .....

Form No. 39.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date May 10, 1923

Job Name Port Orford - Elk River

Week from Mar 3 to Mar 10

Mail Address Bandon

Highway Coast

Telegraph or Telephone Address "

County Curry Job Prefix S.P.B.

Express and Freight Address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Curry Co. Line to Elk River Bridge Sta 170
- Sta 3.00

Subgrade Sta 135 - 150

Gravel Surface Sta 136 - 170

Contractor started Thursday
about Sta 180 with Caterpillar Tractor

(See back of this sheet for instructions and detailed information.)

Signed F. N. Hewitt

Title Res Engr

GRADING CONSTRUCTION

Total miles of grading on project 2.2

Miles completed —

Miles completed except finishing —

Miles covered by contractor's forces .2

Miles cross-sectioned .....

Miles cross-sections completed and checked —

Miles to be remeasured —

Number men in Engineering Party 4

Contractor's average force for week 11 *men,*

1 *teams,* ..... *steam shovels*

Grading work will be completed about Sept. 1-1932

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE.—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem Office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job 503 *Percentage* 32%

Other jobs 504 *Percentage* 41%

Other jobs 500 *Percentage* 27%

Other jobs ..... *Percentage* .....

February 24, 1923.

Mr. W. E. Chandler,
Division Engineer,
Marshfield, Oregon.

PR #95

Dear Sir:

Receipt is acknowledged or your letter of February 21st stating that Mr. Hakanson desires to begin work on the Port Orford Sixes River Section.

We are today in receipt of a letter from the Bureau of Public Roads, notifying us that this project has been approved by the Washington Office. You are therefore authorized to instruct Mr. Hakanson to proceed with the work. The contracts will be forwarded for his signature within the next day or two.

Very truly yours,

HERBERT NUPE
State Highway Engineer

By

Office Engineer.

SMP:AP

The Bureau of Public Roads,
Post Office Bldg.,
Portland, Oregon.

January 30, 1925.

Gentlemen:

Herewith we are enclosing six copies of estimate and four copies of unit price analysis, and special provisions on the Port Orford-Elk River Section, Oregon Project #95.

Four blue print sets of plans and one blue print set of cross sections are going forward to you under separate cover. We are also including in this parcel four white prints of designs for standard log and sawed timber box culverts. In order to eliminate the necessity of submitting these culvert designs with every project on which they are to be used, we request that the ones now submitted be considered for approval as standard.

Very truly yours,

HERBERT NUNN
State Highway Engineer

By

Office Engineer

Dict. by J. W. De Souza

ER

enc.

Oregon State Highway Department — Project No. 98

Port Orford-Elk River Section of the Roosevelt Coast Highway in Curry County.

(Estimate with plans. Not as basis for project agreement)

Salem, Oregon, January 29, 1925.

All Required		Clearing and Grubbing		$ 5,000.00
30,000	Cu. Yds.	Common Excavation	.35	10,500.00
1,500	" "	Solid Rock Excavation	1.25	1,875.00
20,000	Sta. Yds.	Overhaul	.05	1,000.00
740	Lin. Ft.	18" x 18" Cedar Culverts	2.00	1,480.00
160	" "	2' x 2' " "	3.00	480.00
210	" "	3' x 3' " "	5.00	1,050.00
120	" "	4' x 4' " "	8.00	960.00
500	" "	6" Porous Drain Tile	.45	225.00
100	Cu. Yds.	Rock or Gravel Backfill for Tile	3.50	350.00
4,000	" "	Top Course Surfacing	2.75	11,000.00
3,000	" "	Base " "	2.25	7,125.00
550		Filler	.50	275.00
		Sub-total		41,620.00
		10% Engr. & Cont.		4,162.00
		Total		$ 45,782.00

Length of Project 3.30 miles

Cost per mile 13,873.35

State Funds available $43,782.00

Federal Aid Requested 2,000.00

$ 45,782.00

Oregon State Highway Department

Project No. 95

Port Orford-Elk River Section of the Roosevelt Coast Highway in Curry County

Analysis of estimated surfacing price.

Royalty	$	.05
Excavation		.30
Crushing and Screening		.85
Hauling (aver. 1.56 mi. @ .30		.47
Spreading & Compacting		.25
Preparation of Subgrade		.06
Smnt. & Overhead		.20
		2.17
Profit		.33
Est. bid price	$	2.50

Note:-Estimate contemplates differential of 50¢ between top course and base course materials. Contractor should bid to protect himself when an excess yardage of top course materials are used.

SPECIAL PROVISIONS

Port Orford - Sixes River

WORK TO BE DONE

The work to be done under this contract consists of the grading of the 3.6 mile section between Port Orford (Station 128 + 81.3) and Elk River (Station 302 + 94.4 = 318+68.3) and of the surfacing with broken stone or crushed gravel of the 6.1 mile section between Port Orford (Station 128+81.3) and Sixes River (Station 464 + 57.3).

GRADING CONSTRUCTION UNDERWAY

The attention of the Contractor is called to the fact that the grading of the portion of this project which is between Elk River (Station 318+68.3) and Sixes River (Station 464+57.3) is underway and uncompleted at the time this contract is awarded. The State Highway Commission will endeavor to have this grading work carried to early completion, but it will not be liable to the Contractor for any delays, inconvenience or extra expense which may result in case all or part of the work is not completed as promptly as expected.

The contractor will be required to handle his work in such manner as to not interfere in any way with the grading and bridge construction work, and he shall commence the surfacing of no portion of the roadway until he is authorized to do so by the Engineer.

In case of unreasonable delay in the completion of work by the grading Contractor, which delay prevents the completion of the surfacing work within the specified time limit, such extension of time as the Engineer may consider equitable will be granted.

CLEARING AND GRUBBING

Clearing and grubbing operations shall be started within twenty days after the award of this contract, and shall be carried on continuously thereafter. All clearing required shall be completed by not later than April 15, 1923.

CLASSIFICATION OF EXCAVATION

Excavation will be classified under the "Two Classification Basis" clause given on Page 21 of the Standard Specifications.

ALTERNATE TYPES OF CULVERTS

Alternate bids will be accepted on cement concrete pipe and cedar log culverts. For the comparison of bids, the equivalent sizes of these types of drainage structures shall be considered to be as follows:

18" x 18" Cedar Culvert equivalent to 18" Concrete Pipe
2' x 2' " " " " 24" " "
3' x 3' " " (No Alternate)
4' x 4' " " (No Alternate)

Bids on types of culverts or culvert pipe, other than concrete and cedar, will not be considered.

CEDAR CULVERTS

Cedar culverts shall be constructed of good, sound, fire-killed or green white cedar. Construction shall be in accordance with the attached blueprint plans, the sawed timber type or the log type to be used at the contractor's option.

The quantity to be paid for under this item shall be the number of lineal feet of completed culverts, the length of each culvert to be taken as the average of the length of the top and bottom.

The price bid per lineal foot shall include the furnishing of all logs, sawed timber, bolts, labor and material required for the construction of the culverts complete in place, in accordance with the plans and the instructions of the Engineer.

EXISTING ROAD TO BE KEPT OPEN TO TRAFFIC

Attention is called to those clauses among the general provisions given herein, which require the contractor to provide and maintain suitable detour roads, and to so conduct his work as to cause the general public as little inconvenience as possible. The contractor will be required to fully comply with these provisions, and at no time will he be allowed to obstruct the existing road until he has provided satisfactory detours.

Port Orford - Sixes River Section #3

BROKEN STONE OR CRUSHED GRAVEL SURFACING

Preparation of Subgrade:

Before spreading the surfacing materials, the contractor shall, by means of blades, graders, fresnoes, or other suitable equipment, shape up the roadbed, bringing same to uniform crown and grade, with a surface free from ruts, humps and depressions.

Where existing broken stone or gravel surfacing occurs at grade which makes possible its utilization as a base for the new surfacing, which is the case between Stations 146 and 176, the old surfacing shall be scarified and respread to such width and crown as the Engineer may direct, this work to be done as a part of the preparation of subgrade and its cost to be included in the prices bid for surfacing. Grading work on the shoulders of such portions of the project shall be done before or after the scarifying and respreading work as the Engineer may order, and it shall be paid for on a cubic yard basis at the price bid for excavation of the appropriate classification.

The subgrade shall be prepared only a short distance ahead of the surfacing operations, and after having once been prepared, shall be maintained true to crown, grade, and uniform surface until covered.

In no event shall any surfacing materials be placed upon any section of the subgrade which is not, in the opinion of the Engineer, in a condition suitable and satisfactory for surfacing.

Number of Courses and Cross-section:

The number of courses in which the surfacing shall be laid, and the cross-section to which it shall be constructed shall, in general, conform to the specifications in the paragraph below and to the attached or accompanying typical cross-section plan, but these features shall be subject to such changes as may be ordered by the Engineer to take care of varying subgrade conditions.

In general, the surfacing shall be constructed in two courses of approximately equal average thicknesses. The top course shall entirely cover and overlap the bottom course as indicated in the typical cross-section plan. The finished surfacing shall have a bottom width of eighteen (18) feet and a top width of fourteen (14) feet, and it shall have an average thickness of eight (8) inches.

Part or all of the surfacing between Stations 146 and 176 will be laid in a single course and will have an average thickness materially less than eight inches.

Materials:

Surfacing materials may be either broken stone or crushed gravel as the contractor may elect. Suitable rock from which to manufacture broken stone is available near Station 345. Suitable gravel from which to manufacture crushed gravel is available in Elk River.

All surfacing materials shall be clean, hard, tough and durable, and shall be free from soft, thin, elongated or laminated pieces. Materials shall be subjected to and must pass such tests as the Engineer may consider necessary to insure good material.

Only the most suitable materials available from the sources designated above, or materials in every way equal thereto, will be allowed to be used. The Engineer shall, in every case, be the judge as to the relative suitability of materials.

Contractor to Acquire and Develop Sources of Material:

The contractor shall acquire and develop such sources of material as are required for the prosecution of the work. He shall pay all royalties, shall remove overburden, shall provide hauling roads, and shall bear all expense incidental to the securing, furnishing and delivering upon the work of all surfacing materials required.

In case the contractor is unable to make arrangements for the taking of materials from the available sources without compliance to unreasonable restrictions or the payment of exhorbitant royalties, the State Highway Commission, at the contractor's written request, will institute condemnation proceedings, or take such other steps as may seem advisable for the securing of materials from the particular source, or sources involved.

It is understood that the contractor will bear all expense of the condemnation proceedings, and all other expense to which the State Highway Commission may be put, and will pay such royalty costs or other consideration as the Court may award, or as may be otherwise fixed.

Sizes of Materials (Broken Stone):-

Broken stone for base course shall all pass a screen having one and one-half (1½) inch circular openings. It shall contain not more than fifty (50) per cent of material passing a three-quarter (3/4) inch circular opening, nor more than twenty-five (25) per cent of material passing a one-quarter (1/4) inch square opening. It need not contain any material passing a three-quarter (3/4) inch circular opening, but it shall be well graded from the maximum one and one-half (1½) inch size to its minimum size of three-quarters (3/4) inch or below.

Broken stone for top course shall all pass a screen having three-quarter (3/4) inch circular openings and shall contain not to exceed thirty-five (35) per cent of material passing a one-quarter (1/4) inch square opening. It shall be well graded from the maximum three-quarter (3/4) inch size to dust.

Sizes of Materials (Crushed Gravel):-

Crushed gravel for base course shall all pass a screen having one and one-half (1½) inch circular openings. It shall be uniformly graded from the maximum one and one-half inch size to dust, and it shall contain not more than thirty-five (35) percent of material passing a one-quarter(1/4) inch square opening.

Crushed gravel for top course shall all pass a screen having one (1) inch circular openings. It shall be uniformly graded from the maximum one (1) inch size to dust, and it shall contain not more than forty (40) nor less than twenty (20) per cent of material passing a one-quarter (1/4) inch square opening.

All oversize in the run-of-pit material shall be crushed and incorporated uniformly with the uncrushed materials.

Means to Prevent Separation of Fine from Coarse Materials:

In the handling of materials, the contractor shall use means which will prevent, as far as possible, a separation of the fine from the coarse materials. As far as possible, materials in being transferred into stock piles, bins, or vehicles shall be dropped vertically.

Hauling:

To assist in the compacting of surfacing materials, the contractor will be required to do his hauling, as far as practicable, over the surfacing, as it is placed. The construction of surfacing shall in all cases begin at the point nearest the point of loading materials and shall progress away from that point. The base course shall at all times be in place at least one mile in advance of the top course.

Dragging:

The contractor shall do such blading and dragging of both the base and top courses as may be necessary to bring them to a uniform grade and crown with a smooth and even surface, and as may benecessary to maintain them free from ruts and true to the crown, grade and surface to which they are first constructed. They shall be so maintained until covered, or until all surfacing to be constructed under the contract is completed.

Sprinkling and Rolling:

If, in the opinion of the Engineer, the surfacing materials should be sprinkled or rolled during the course of construction, the sprinkling or rolling shall be done by the contractor and paid for as "extra work", or shall be done by State forces without cost to the contractor.

Finishing Shoulders and Cleaning Ditches:

After the surfacing has been placed and compacted, the earth shoulders shall be leveled down and the entire roadbed, inclusive of ditches, trimmed up so as to provide a uniformly crowned and well drained cross-section, as indicated on the plans. All excess excavated materials and all loose stones and rock fragments that may be dragged to the surface shall be deposited on the sides of embankments or otherwise disposed of to the satisfaction of the Engineer.

Measurement and Payment:

Payment for the construction of surfacing as above specified shall be made at the prices bid per cubic yard for surfacing of the particular kinds and classes included among the bid items. The quantity of any kind or class of material to be paid for shall be the number of cubic yards of that kind or class of material furnished, delivered and incorporated in the work. Measurement shall be loose measure aboard trucks or other conveyances at the point of their loading.

The unit price bid shall be understood to cover preparation of subgrade, the furnishing, screening, crushing, hauling, spreading and compacting of materials, the trimming of shoulders, the cleaning out of ditches, and all other work involved in the construction of the finished surfacing at the grade and to the cross-section indicated on the plans, and in accordance with these provisions.

MAINTENANCE MATERIALS

Materials for maintenance shall conform in every respect to the specifications given for materials to be used in the construction of the top course of the surfacing. They shall be placed in neat, well formed piles of 25 cubic yards each, spaced at intervals of approximately one-quarter of one mile.

The exact positions of the piles shall be as ordered by the Engineer.

Payment shall be made at the unit price bid for maintenance materials, and this price shall be understood to include the furnishing, screening, crushing, hauling, and piling of materials, and the leveling-off and preparing of the sites upon which the materials are to be piled.

FILLER

Where the engineer so directs, there shall be added to and incorporated with the surfacing materials, a "filler" of sand, loam or other suitable material. Materials for this purpose shall be obtained from such sources as the Engineer may select, and shall be dry and finely pulverized.

The course of surfacing in connection with which the filler is to be used, shall, immediately before the application of the filler, be shaped up and brought to uniform crown, cross section and grade, free from all ruts and inequalities. The filler shall then be spread uniformly over the course of surfacing, the spreading to be done by hand from piles of filler material dumped at convenient intervals alongside the work. The quantity of filler to be used shall be as the engineer may order.

In no case shall filler material be obtained from embankment shoulders, or slopes, and when filler material is obtained from within the right-of-way limits, the excavation therefor shall be left neatly trimmed and properly drained.

Filler shall be paid for at the price bid per cubic yard, loose measure, for that item. This price shall be understood to include and cover the excavation, hauling, and spreading of the filler material and the incorporation of same with the surfacing materials in accordance with these specifications; provided, however, that for such filler material as must be hauled more than five hundred (500) feet the contractor will be paid in addition to his bid price for filler a price for "filler-haul" of twenty-five (25) cents per cubic yard for each mile, or fraction thereof, of haul in excess of five hundred 9(500)feet.

When filler materials are obtained and hauled in such manner as to be not susceptible of accurate measurement, the quantity to be paid for shall be estimated by the engineer in such manner as appears to him to be most equitable.

6-10-22

STATE Oregon

PROJECT NO. 95

(Not to be filled in.)

Form P R 1
BUREAU OF PUBLIC ROADS
U. S. DEPT. OF AGR.

PROJECT STATEMENT

AS REQUIRED BY

FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916, AND AMENDED BY ACT APPROVED FEBRUARY 28, 1919.

(Date) January 5, 1923

THE SECRETARY OF AGRICULTURE,
Washington, D. C

SIR:

The State of Oregon, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat. 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder,

does hereby submit by its State Highway Commission constituting the State Highway Department of said State, this project statement for the rural post road herein described, which it is proposed to construct under the provisions of said Act and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Act. The work

will be done under the direct supervision of the State Highway Department under authority of Chapter 2 Laws of 1921

(Cite statutes and resolutions or orders giving Highway Department jurisdiction.)

, in strict conformity to the provisions of the said Act and to said Rules and Regulations. After construction of the said road it will be properly maintained by State Highway Department assume responsibility for maintenance

1. Local name of road Port Orford-Elk River Section of Roosevelt Coast Highway
2. Located between Port Orford and Elk River, County of Curry
3. Points of beginning and ending From Sta. 139+61.5 at the intersection of 6th and Jefferson Sts. in Port Orford to Sta. 302+96.4 equals 326+46.5 at the south end of Project No. 70.
4. Length in miles (gross) 3.298 (net) 3.293

NOTE.—In preparing the Project Statement attention is directed to the Rules and Regulations. In all cases a sketch plan shall accompany statement.

8—4256

5. Miles of project used as post route _____; miles not used as post route _____

6. If a major portion of the project is not a post route, or if the project is not a "connecting link," give the facts showing the general status along the entire project as follows: Whether the country is thickly or sparsely settled; if the latter, the probability of increased settlement; the purposes for which the contiguous lands are used, their fertility and general character; whether desired for and capable of more intensive development; and such further facts as will tend to show the general character of the community in which the road is located and the need for and desirability of constructing or improving the same.

(Use additional sheets, if necessary, and indicate the sections referred to by same letters as on sketch map.)

7. Places on the project having a population of 2,500 or more as shown by the latest Federal census and mileage of each None

8. Tolls collected on roads or bridges on this project, if any None

9. Is project part of State's five-year program heretofore submitted? No.

10. Purpose project will serve and relation it bears to the road system of the State. (See Reg. 3, Sec. 1, and Reg. 4, Sec. 1.) Portion of Roosevelt Coast Primary Federal Aid Highway

11. Improved roads adjacent or contiguous and type of each city streets on south. Federal Aid Project on north

(Give distinguishing marks to identify on sketch map.)

12. Through traffic, approximate average daily number of (*a*) trucks 60, (*b*) passenger motor vehicles 50, and (*c*) horse-drawn vehicles _____

13. Local traffic, approximate average daily number of (*a*) trucks 18, (*b*) passenger motor vehicles 16, and (*c*) horse-drawn vehicles 4

14. Description and present condition of traveled way Unimproved earth road

5—4256

18' 3 20

15. Proposed width of surfacing ----; feet between ditches ----; approximate maximum gradient ---- per cent.

16. Proposed type of construction Grading and surfacing

17. Location, nature, and extent of deposits of local materials suitable for use on this project gravel available at Elk River. Quarry at Sta. 345 on Elk River-Sixes River Section

(Where practicable show by distinguishing marks on sketch map.)

18. Location and length of each bridge to be built or rebuilt requiring a length of more than 20 feet none

(Designate each by the same distinguishing marks as on sketch map.)

19. State's share of cost of construction will be provided by State

(State or (and) county.)

20. Amount of funds which are will be available for construction: (a) State $45,998.00 and any additional amounts required. Sale of bonds authorized.

(Amount.) (Kind.)

RESOLUTION

In view of the fact that the State Highway Commission was authorized by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways;

IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 237 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties for which a suitable contract will be entered into, will be sufficient to maintain all state roads constructed by the State Highway Commission or jointly by the Commission and the Federal Department of Agriculture, as provided for in the Federal Aid Road Act; and

BE IT RESOLVED, that the state assumes responsibility to the Federal Government for the proper maintenance of all highways constructed in cooperation with the Federal Government under any federal act providing for cooperative road construction, the state to make whatever arrangements with the various counties it may deem necessary to meet this obligation in accordance with the laws of the State of Oregon and the Federal Aid Road Act, and any other Federal Law that may have been, or may be, enacted to further road improvement in the State of Oregon.

I, Roy A. Klein, duly appointed Secretary for the Oregon State Highway Commission, hereby certify that the above resolution was unanimously adopted by the Oregon State Highway Commission, at its regular meeting held at Salem, Oregon, on August 7, 1917, all members being present and voting, and at a special meeting held

(Designate each by the same distinguishing marks as on sketch map.)

State

19. State's share of cost of construction will be provided by.....

(State or (and) county.)

20. Amount of funds which are will be available for construction: (a) State $46,993.00 and any additional amounts required. Sale of bonds authorized.

RESOLUTION

In view of the fact that the State Highway Commission was authorized by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways;

IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 237 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties for which a suitable contract will be entered into, will be sufficient to maintain all state roads constructed by the State Highway Commission or jointly by the Commission and the Federal Department of Agriculture, as provided for in the Federal Aid Road Act; and

BE IT RESOLVED, that the state assumes responsibility to the Federal Government for the proper maintenance of all highways constructed in cooperation with the Federal Government under any federal act providing for cooperative road construction, the state to make whatever arrangements with the various counties it may deem necessary to meet this obligation in accordance with the laws of the State of Oregon and the Federal Aid Road Act, and any other Federal Law that may have been, or may be, enacted to further road improvement in the State of Oregon.

I, Roy A. Klein, duly appointed Secretary for the Oregon State Highway Commission, hereby certify that the above resolution was unanimously adopted by the Oregon State Highway Commission, at its regular meeting held at Salem, Oregon, on August 7, 1917, all members being present and voting, and at a special meeting held in Portland on September 25, 1917, a majority being present and voting, when an amendment was made to the original resolution to make it read as above.

Roy A. Klein

Secretary.

of the State respecting the funds which are or will be available for construction and maintenance. (See Sec. 5, Reg. 4)_____

24. List of forms of the contract and of the contractor's bond attached hereto or previously submitted and proposed to be used in connection with this project State Highway Department Standard forms of contract and contractor's bond

4246

25. Reconnaissance estimate of cost of project:

Made by ..... Date ....., 19....

Approximate Quantity.	Unit.	Item.	Price.		Amount.	
.....	Cu. yds.....	Excavation, ...% rock				
.....	Sq. yds.....	Surfacing of.....				
All Required		Clearing & Grubbing			5,000	00
30,000	cu.yds	Common Excavation		35	10,500	00
1,500	cu.yds	Solid Rock Excavation-	1	25	1,875	00
20,000	Stn.yds	Overhaul		06	1,200	00
.....	.....	.....	.....	.....	.....	.....
.....	.....	Structures of 20′ span or under.....	.....	.....	.....	.....
.....	.....	Structures over 20′ span.....	.....	.....	.....	.....
.....	.....	Other items.....	.....	.....	.....	.....
740	lin.ft.	18" x 18" Cedar Culvert	2	00	1,480	00
160	" "	2' x 2' " "	3	00	480	00
210	" "	3' x 3' " "	5	00	1,050	00
120	" "	4' x 4' " "	8	00	960	00
500	" "	6" Perous Drain Tile		45	225	00
100	" "	Rock Backfill for Drains	3	50	350	00
7,200	cu.yds	Surfacing	2	80	20,160	00
700	cu.yds	Filler		50	350	00
.....	.....	.....	.....	.....	.....	.....

Length, 3,296 miles.
Cost, $ 14,552.15 per mile.

Subtotal	43,630	00
10% Engineering and Contingencies	4,363	00
Total	47,993	00

This estimate approved by:

..... (Title) Office Engineer

26. Amount of Federal aid desired 7,000.00
(State in lump sum or percentage, but not both.)

S—1256

27. Payment desired on completion or as work progresses As work progresses

28. Official, officials, or depository authorized by State law to receive public funds of the State or county and designated by the State Highway Department to receive Federal funds for this project Treasurer of the State of Oregon, Salem, Oregon

29. Additional remarks

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

Oregon State Highway Commission
(Official title of Highway Department.)

By

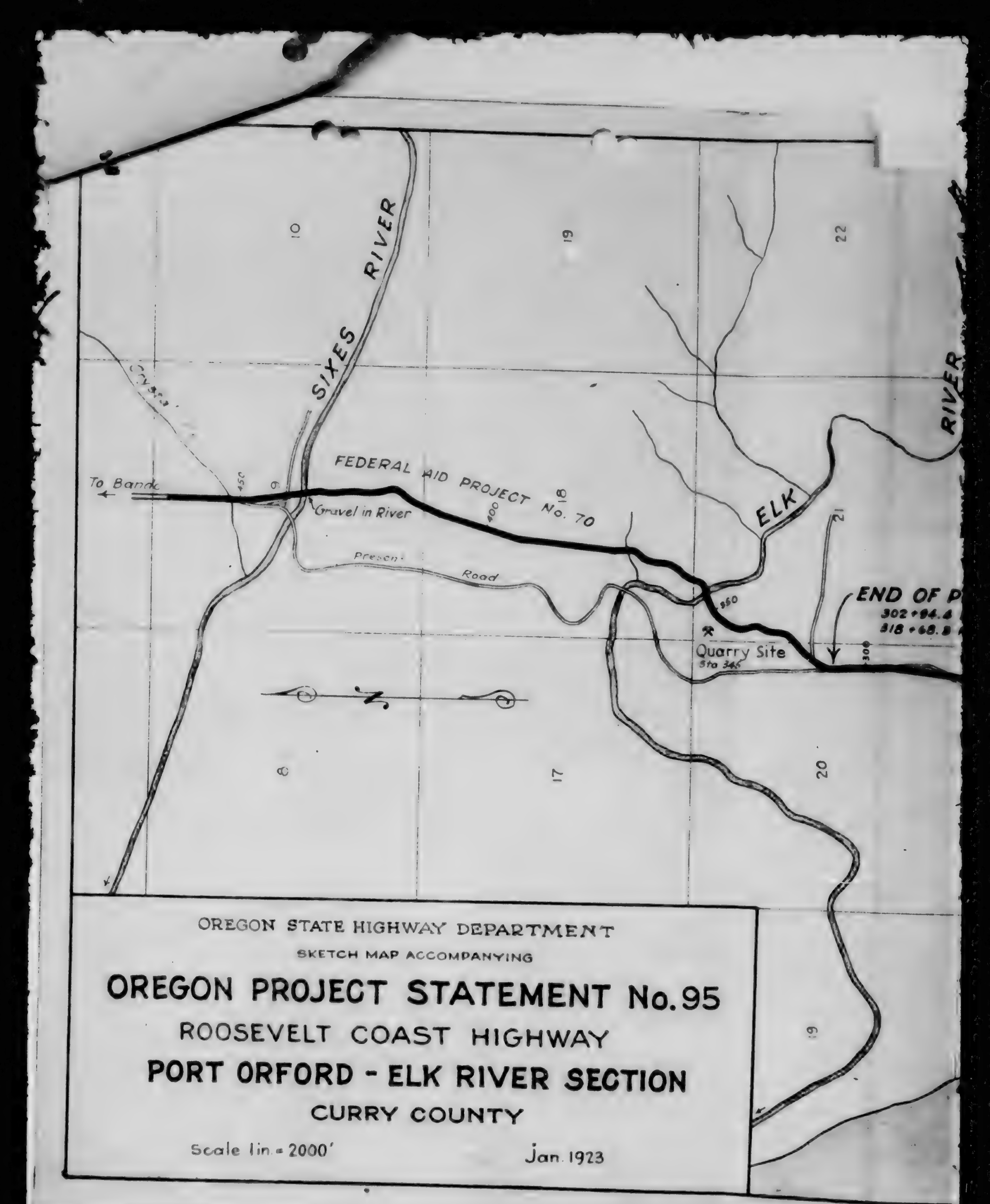
Chairman
(Title of officer.)

By

Commissioner
(Title of officer.)

By

Commissioner
(Title of officer.)



OREGON STATE HIGHWAY DEPARTMENT

SKETCH MAP ACCOMPANYING

OREGON PROJECT STATEMENT No. 95

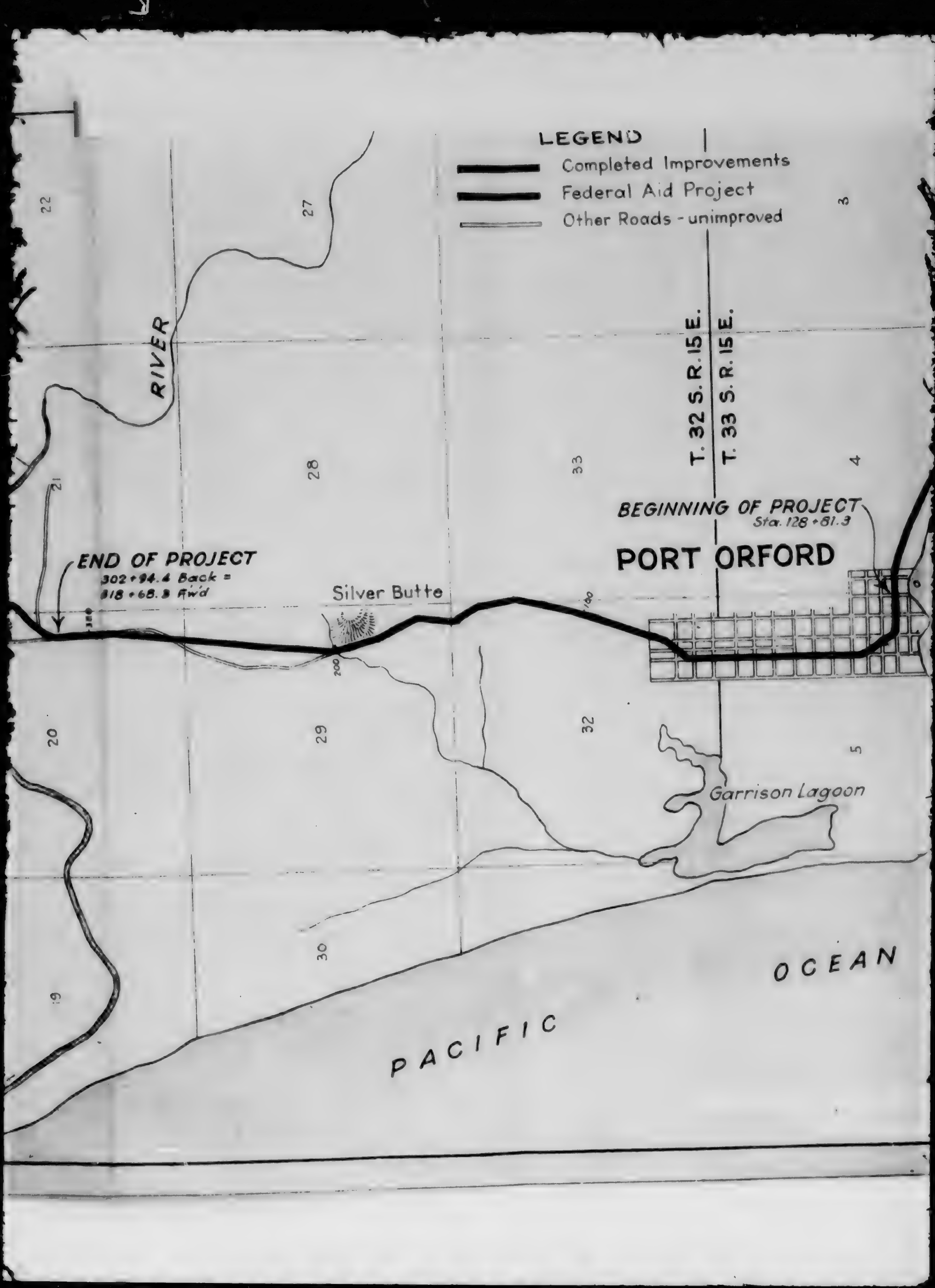
ROOSEVELT COAST HIGHWAY

PORT ORFORD - ELK RIVER SECTION

CURRY COUNTY

Scale 1 in. = 2000'

Jan. 1923


LEGEND
Completed Improvements
Federal Aid Project
Other Roads - unimproved
RIVER
T. 32 S. R. 15 E.
T. 33 S. R. 15 E.
BEGINNING OF PROJECT
Sta. 128 + 81.3
PORT ORFORD
END OF PROJECT
302 + 94.4 Back =
818 + 68.8 Fwd
Silver Butte
Garrison Lagoon
PACIFIC OCEAN
22
27
28
33
3
4
21
20
29
32
5
30
19
200
100

LEGEND

Completed Improvements

Federal Aid Project

Other Roads - unimproved

T. 32 S. R. 15 E.

T. 33 S. R. 15 E.

27

28

33

3

4

BEGINNING OF PROJECT
Sta. 128 + 81.3

PORT ORFORD

Silver Butte

100

200

29

32

5

Garrison Lagoon

The Heads

30

OCEAN

PACIFIC

CONTRACT #629,

SEE:

CONTRACT 459

629 SRF: Contract Ag

CONTRACT #629

PR 93 Keno-Klamath Falls 1923-1926

629

Form No. [illegible]—22292—6M—8-23

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Job Name Resurfacing - Modoc Point - Klamath Falls Section

Highway Dalles - California

County Klamath Job Prefix 187H

Date November 15th, 1923

Week from Nov 7th to November 15

Mail Address Klamath Falls, Ore

Telegraph or Telephone Address " "

Express and Freight Address " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Weather: Cloudy & rainy.

Plant ran four days. Closed down the remaining days on account of repairs to jaw crusher.

Plant will not be operated from this date on the present site, but will be wrecked and moved to the next site. Operations will be begun from the new set-up as soon as the weather permits next spring.

Daily average output based on a six-day week 54 cu yds.

This will be the last weekly report to be submitted, until operations are resumed in the spring.

(See back of this sheet for instructions and detailed information.)

Signed A A Seeley

Title Resident Engineer

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*
..... *teams,* .....*steam shovels*

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

PR-93

March 18, 1924.

Dunn & Baker,
Hornbrook, California.

Gentlemen:

Receipt is acknowledged of your letter of the 15th inst. enclosing your check No. 968 in amount $328.42 in favor of the Peoples' Warehouse Company of Klamath Falls, Oregon, which check is in payment of the claim which has been filed in this office by the Peoples' Warehouse Company.

We are today forwarding this check to the Peoples' Warehouse Company at Klamath Falls.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

E. B. Glaisyer,
Chief Clerk.

EBG:LM

J. M. BAKER, SECRETARY

DUNN & BAKER
INCORPORATED
GENERAL CONTRACTORS

Harrbrook, Cal.
Mar 15 1924.

Oregon State Highway Dept.
Salem, Oregon:

Gentlemen:

Inclosed please find our Ck # 968 in amount of $328.42 to cover claim filed with you by the People Whse Co. of Klamath Falls, Oregon.

Thanking you

We are Yours Truly,

Dunn & Baker

By F. Walker.

ANSWERED
H B.G

Kindly acknowledge receipt of this check.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

E. B. Glaisyer,
Chief Clerk.

EBG:LM
Encl.

cc. Dunn & Baker, Harrbrook, California.

March 18, 1924.

Peoples' Warehouse Company,
Klamath Falls, Oregon.

Gentlemen:

Enclosed herewith please find Dunn & Baker's check No. 968 in amount $328.42 made out in your favor which is in payment of your claim against them in connection with road work in Klamath County.

Kindly acknowledge receipt of this check.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM
Encl.

cc. Dunn & Baker, Hornbrook, California.

PR-93

March 18, 1924.

Fidelity & Deposit Company of Maryland,
John B. Coffey, Agent,
Wilcox Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway contract No. 429 for the construction of the Keno-Klamath Falls Section of the Ashland-Klamath Falls Highway in Klamath County has been completed by the contractors, Dunn & Baker, and that final settlement will be made by the State with said contractors for work done under said contract on or after March 28th 1924.

The State has been advised of the following claims filed against the above contract:

Peoples Warehouse Co., Klamath Falls, Claim in amount of $328.42 for supplies furnished to E. R. Nelson, Subcontractor, Claim filed by H. A. Heinke in amount of $1,260.28 for hauling, and claim of Elmer Lutz in amount of $470.00 for team hire. The State assumes no responsibility for any of these claims or any others which may be filed against this contract.

This notice is served upon you as surety on the bond furnished by said contractors.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

Chief of Bureau

00993

February 26, 1924

Dunn & Baker,
Klamath Falls, Oregon.

Gentlemen:

Your request for extension of time on contract No. 629, Klamath Falls-Keno Section, was considered at the meeting of the Commission on January 10th and the following action was taken:

"Dunn & Baker, contract No. 629, Klamath Falls-Keno Section, requested an extension of time to December 31, 1923. The Engineer recommended that the extension requested be granted without penalty. Recommendation approved by the Commission."

Very truly yours,

State Highway Engineer.

RAK:LM

PGR3

February 20, 1924

Fidelity & Deposit Company of Maryland,
c/o John B. Coffey, Agent,
Wilcox Building,
Portland, Oregon.

Gentlemen:

Enclosed herewith please find copy of corrected notice of claim which has been filed with the Secretary of State by Elmer Lutz against Dunn & Baker covering team hire in connection with their contract No. 629 for the construction of the Keno-Klamath Falls Section.

This copy is mailed to you ara the request of the Secretary of State.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Claisyer,
Chief Clerk.

HBC:LM

Encl.

PI-93

February 20, 1924

Dunn & Bakey,
Bornbrook, California.

Gentlemen:

At the request of the Secretary of State we are mailing to you herewith copy of corrected notice of claim, which has been filed in his office by Elmer Lutz covering horse and team hire in connection with your contract No. 629 for the construction of the Keno-Klamath Falls Section.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Claisyer,
Chief Clerk.

HBC:LM

Encl.

#629-18874 TR 13

February 20, 1924

Mr. Sam A. Kozer,
Secretary of State,
B u i l d i n g.

Attention Mr. M. J. Haas, Filing Division.

Dear Sir:

Receipt is acknowledged of your letter of the 18th inst. enclosing three copies of the corrected notice of claim of Mrs. Elmer Lutz against Dunn & Baker in connection with contract No. 629 for the construction of the Reno-Klamath Falls Section.

Complying with your request we are forwarding one copy of this notice to Dunn & Baker and one to the Fidelity & Deposit Company of Maryland, surety on the bond furnished by them in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

C. N. LAUGHRIGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

FILED
FEB 20 1924

February 18, 1924.

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H.B. Glaisyer, Chief Clerk)

This is to advise that we received from Messrs. Rutenic & Yaden, 409 Main St., Klamath Falls, Oregon, and filed as of this date an amendatory and corrective notice and affidavit of claim by Elmer Lutz for horse and team hire in the sum of $470.00 against the bond taken from the Fidelity & Deposit Company of Maryland, surety, and Dunn & Baker, principals, for the work of Ashland-Klamath Falls Highway, Keno-Klamath Falls Section, Contract No. 629.

We are enclosing three copies of this amended notice of claim, being one for your files, one for transmission, if desired, to Dunn & Baker and one to their surety.

Kindly make formal acknowledgment of the copies, and oblige.

Yours very truly,

FILING DIVISION,

By M. J. Haas

ANSWERED
H. B. G.

B.

COPY

Klamath Falls, Oregon, February, 15th 1924.

TO STATE OF OREGON:

Notice is hereby given that the undersigned, Elmer Lutz, has a claim for horse hire during months of March, April, May, June and July, 1923 for three teams at $30.00 per team per month, in the total sum of $360.00, and in the further sum of $110.00, team hire, August, September, and October, 1923, against the bond taken from Fidelity & Deposit Company of Maryland, surety, and Dunn & Baker, Principals, for the work of Ashland-Klamath Falls Highway, Keno-Klamath Falls Section, Contract number 629. This notice is amendatory and is intended to correct that notice heretofore by me on the 10th day of January, 1924, filed.

ELMER LUTZ
Claimant.

STATE OF OREGON,)
) ss.
County of Lake)

I, Elmer Lutz, being first duly sworn, depose and say:

That during the months of March, April, May, June, and July, 1923 for a period of four months I furnished to J. W. Nelson, also known as Ed. R. Nelson, three teams at the agreed rental of $30.00 per month per team, and that during the months of August, September, and October, 1923 - from August 15th to October 9- I furnished to Dunn & Baker through Ed. R. Nelson, also known as J. W. Nelson, two teams at the rental value of $30.00 per team per month; that said Nelson was during said time a subcontractor under Dunn & Baker working on the State Highway between Ashland and Klamath Falls, Oregon, and more particularly on the section of said Highway between Klamath Falls and Keno; that said teams were worked and used by said Nelson and Dunn & Baker during said time on said Highway, and they were so worked for the periods above set out; and that I have never received any pay for the use of said teams, and that the sum of $360.00 for the first period and the further sum of $110.00 for the second period remain unpaid.

This affidavit is amendatory and is made for the purpose of correcting two affidavits heretofore on the 16th day of November, 1923, made by me in which a part of the team hire was erroneously described as arising from teams furnished on the Highway between Bend and Klamath Falls, Oregon.

ELMER LUTZ

Subscribed and sworn to before me this 11 day of February, 1924.

J. S. Martin
Notary Public for Oregon.

(Seal)

My commission expires Feb.9 - 1925.

ENDORSED:

File No. 360
Amendatory and corrective notice and affidavit of claim by Elmer Lutz for horse and team hire in the sum of $470.00 against the bond taken from the Fidelity & Deposit Company of Maryland, surety, and Dunn & Baker, principals, for the work of Ashland-Klamath Falls Highway, Keno-Klamath Falls Section, Contract No. 629

Filed Feb. 18, 1924, SAM A. KOZER, Secretary of State.

#609 - 1804

January 16, 1924

Mr. Sam A. Kozer,
Secretary of State,
B u i l d i n g.

Attention Mr. J. Hess, Filing Division.

Dear Sir,

Receipt is acknowledged of your letter of the 10th inst. enclosing three copies of claim which has been filed in your office by Mr. Elmer Lutz against Dunn & Baker in connection with their contract for the construction of the Klamath Falls-Keno Section.

We are today forwarding one copy of this claim to Dunn & Baker and one to the surety on the bond furnished by them.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Chief Clerk.

HWG:LM

C. N. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

January 10, 1924.

JAN 15 1924
STATE

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received and filed as of this date, a notice of claim by Elmer Lutz for horse and team hire in the sum of $470.00 against the bond taken from Fidelity & Deposit Company of Maryland, surety, and Dunn & Baker, principal, for the work of Ashland-Klamath Falls Highway, Keno-Klamath Falls Section, contract No. 629.

Gno & copy with

final est.

We are enclosing herewith three copies of this notice of claim, being one for your files, one for transmission, if desired, to Dunn & Baker and one to their surety.

Please make formal acknowledgment of the copies, and oblige.

Yours very truly,

FILING DIVISION,

By M. J. Kaas

B.

ANSWERED
H. B. G.

COPY

Klamath Falls, Oregon, November 16, 1923

To State of Oregon:

Notice is hereby given that the undersigned, Elmer Lutz, has a claim for horse hire during the months of March, April, May, June and July, 1923 for three teams at $30.00 per team per month, in the total sum of $360.00 and in the further sum of $110.00, team hire, September & October, 1923. against the bond taken from Fidelity & Deposit Company of Maryland, surety, and Dunn & Baker, principals for the work of Ashland-Klamath Falls Highway, Keno-Klamath Falls Section, Contract number 629.

Elmer Lutz
Claimant.

ENDORSED:

File No. 349
Notice of Claim by Elmer Lutz for horse and team hire in the sum of $470.00 against the bond taken from Fidelity & Deposit Company of Maryland, surety, and Dunn & Baker, principal, for the work of Ashland-Klamath Falls Highway, Keno-Klamath Falls Section, contract number 629.

Filed January 10, 1924, SAM A. KOZER, Secretary of State.

January 16, 1924

PQ 13

Fidelity & Deposit Company of Maryland,
c/o Jno. B. Coffey, Agent,
Wilcox Building,
Portland, Oregon.

Gentlemen:

Enclosed herewith please find copy of a notice of claim which has been filed with the Secretary of State by Elmer Lutz against Dunn & Baker in connection withtheir contract for the construction of the Klamath Falls-Keno Section.

This is mailed to you at the request of the Secretary of State as you appear as surety on the bond furnished by Dunn & Baker in connection with this work.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Chief Clerk.

HBG:LM
Encl.

January 15, 1924

Dunn & Baker,
Hornbrooke, California.

Gentlemen:

Enclosed herewith please find copy of notice of claim which has just been handed to us by the Secretary of State, which is a claim against your Klamath Falls Memo contract and covers horse and team hire in the sum of $470.00 by Mr. Elmer Lutz.

This copy is sent to you at the request of the Secretary of State.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Chief Clerk.

HBG:LH
1 Encl.

January 8, 1924.

FR 93

Mr. H. A. Heinke,
Box 15,
41st & Fremont Sts.,
Portland, Oregon.

Dear Sir:

With further reference to your letter of the 4th inst., concering your claim aginst Dunn & Baker for $1,260.83, please be advised that we have today received a letter from Dunn & Baker, stating that the reason you have not received payment to date is due to the fact that they have not yet received a payment from this department on their November 8th estimate. They advise that they will take care of the matter of your claim as soon as they receive their warrant.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

Chief Clerk.

HSG:HI

J. M. BAKER, SECRETARY

DUNN & BAKER
INCORPORATED
GENERAL CONTRACTORS

Hornbrook Calif.,
1/7/'24

Oregon State Highway Dept.,
Salem Oregon.

ATTENTION : Mr H.S.Glaizer

Gentlemen:-

Replying to your letter of Jan 5th. in the matter of [illegible] pay them when we receive the money from the State.

As yet we have not received the money on our Nov. 8th. estimate and therefore have not paid the hauling contractors. We are expecting this money daily and will take care of the matter as soon as the money arrives.

We have no recollection of promising the money by any specific date although we did tell him that in the regular routine he could expect the money some time in Dec.

No doubt his mind will be cleared within a few days.

Thanking you for calling our attention to the matter we beg to remain,

Sincerely yours,

DUNN & BAKER

By H. Dunn

NOTED
H. S. Glaizer

January 5, 1924

P. R. 98

Mr. H. A. Heinke,
Box 13,
41st Fremont Street,
Portland, Oregon.

Dear Sir:

Receipt is acknowledge of your letter of the 4th inst. stating that you have not yet received pay for work that you did for Dunn & Baker in connection with their contract No. 629, grading and surfacing the Klamath Falls-Keno Section of the Ashland-Klamath Falls Highway.

In reply will say that final payment has not yet been made to Dunn & Baker, our retained percentage today being nearly $11,000. This work was practically 94% complete on December 8th, which is the latest available information on hand in this office.

We are today writing Dunn & Baker that you are anxious to receive your money.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Chief Clerk.

HBG:LM

SCHEDULE OF CONTE

Kelso. I did Hauling to
the amount of $1260.25
on that contract and
it is now a month past
the time that I was promised
my pay and I have received
no word from them.

Thanking you in advance

I remain yours truely.
F. A. Reinke.
Box 13. 41st & Fremont St
Portland.
Ore.

ANSWERED

y 5, 1934

R. 95

e have today received
Oregon, stating that
done for you in connection
th Valle-Kono Section
gh a month has elapsed

o $1,260.25. Mr. Reinke
been made to you as yet and
y $11,000.

rs,

ArmyEngineer.

lerk.

Sect State Highway Comm
Mr K Lieuse Dear Sir
Will you plese let me
know if Dunn & Baker
Contractors have received
their pay on the contract
between Kalamath Falls &
Keno. I did Hauling to
the amount of $1260.25
on that contract and ~~—~~
it is now a month past
the time that I was promised
my pay and I have received
no word from them.
Thanking you in advance
I remain yours truely.
F. A. Reinke.
Box 13. 41st & Fremont St
Portland.
Ore.

nary 5, 1924

P. R. 93

we have today received
Oregon, stating that
done for you in connection
sh Falls-Keno Section
gh a month has elapsed

o $1,260.25. Mr. Reinke
been made to you as yet and
y $11,000.

rs,

hwayEngineer.

lerk.

January 5, 1934

P. R. 98

Dunn & Baker,
Hornbrooke, California.

Gentlemen:

This letter is to advise you that we have today received a letter from Mr. H. A. Reinke of Portland, Oregon, stating that he had not yet received pay for work he had done for you in connection with the grading and surfacing of the Klamath Falls-Keno Section of the Ashland-Klamath Falls Highway, although a month has elapsed since the date he was promised payment.

He states that his claim amounts to $1,260.25. Mr. Reinke has been advised that final payment has not been made to you as yet and that you have a retained percentage of nearly $11,000.

Very truly yours,

ROY A. KLEIN,
State HighwayEngineer.

By

Chief Clerk.

HEG:LM

T. J. FALVEY, President

OW, SALTONSTALL & HUNT, Gen'l Counsel

JOHN T. BURNETT, Secy and Treas.

#629,-180H.

MASSACHUSETTS BONDING AND INSURANCE COMPANY.

HOME OFFICE, BOSTON MASSACHUSETTS

FIDELITY AND SURETY BONDS,
LIABILITY, AUTOMOBILE, ACCIDENT, HEALTH, PLATE GLASS,
BURGLARY AND THEFT INSURANCE.

PR 19

JOHN B. COFFEY COMPANY
GENERAL AGENT
409 WILCOX BUILDING
TELEPHONE: BROADWAY 3956

PORTLAND, OREGON

December 8, 1923

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:-

Enclosed herewith find request of Dunn and Baker for extension of time on the Klamath Falls-Keno Project with endorsement from the Fidelity & Deposit Company of Maryland consenting to same; also recommendation of Mr. C.C. Kelly Division Engineer on the above project.

Yours very truly,

JOHN B. COFFEY COMPANY,

BY Jno. B. Coffey

JC/DM

PR#93

December 1, 1923.

Dunn & Baker,
Klamath Falls, Oregon.

Gentlemen:

We are sending to you herewith voucher for $20,759.86, drawn on Klamath County. This voucher covers payment of Klamath County's share of your November estimate for the grading and surfacing of the Keno-Klamath Falls Section.

Our information is that Klamath County will have funds with which to make payment on this voucher on December 10th.

Very truly yours,

ROY A. KLEIN
State Highway Engineer.

By

Office Engineer.

SHP:TW
Enclosure.

November 24, 1925

F F R

Mr. Sam A. Kozer,
Secretary of State,
B u i l d i n g.

Attention Mr. M. J. Haas, Filing Division.

Dear Sir:

We wish to acknowledge receipt of your letter of the 23rd inst. enclosing a letter from Eutenic & Yaden, lawyers of Klamath Falls, Oregon, and also affidavit of Mr. Elmer Ihts, setting forth his claim for horse hire to Dunn & Baker in connection with highway construction work and requesting that certified copy of the contract and bond be mailed to those attorneys.

Please be advised that we are today complying with the request of Eutenic & Yaden and are mailing to them certified copy of the contracts held by Dunn & Baker.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Chief Clerk.

HEC:LM

C. N. LAUGHRIGE,
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

November 23, 1923

State Highway Commission,
Salem, Oregon.

Gentlemen:- (Attention of Mr. H. B. Glaisyer, Chief Clerk)

We are enclosing for your attention a letter from Messrs. Rutenic & Yaden, Attorneys, 409 Main St., Klamath Falls, Oregon, accompanied by two affidavits executed by Elmer Lutz for the purpose of securing certified copies of contracts and bonds covering highway construction work done by Dunn & Baker on the state highway between Klamath Falls, and Bend, Oregon, between Ashland and Klamath Falls, and more particularly on the section of the highway between Klamath Falls and Keno, Oregon.

599
629

Very truly yours,

FILING DIVISION,

H. By N. J. Sears

RECEIVED
NOV 21 1923

599 - G+M Contr Lawn Hill - 7# Keno
629 - G+M Keno-Klamath Falls.

ANSWERED
H. B. G.

#6 - I

November 20, 1928

P R 93

Mr. Sam A. Kozer,
Secretary of State,
B u i l d i n g.

Attention Mr. N. J. Hess, Filing Division.

Dear Sir:

We hereby acknowledge receipt of your letter of the 19th inst. enclosing three copies of notice of claim which has been filed in your office by the Peoples' Warehouse Company, which claim in amount $328.42 covers hay and grain sold to Mr. E. R. Nelson, sub-contractor under Dunn & Baker who hold the contract for the construction of the Keno-Klamath Falls Section of the Ashland-Klamath Falls Highway.

Complying with your request we are forwarding one copy of this notice of claim to Dunn & Baker and one also to the Fidelity & Deposit Company of Maryland, surety on the bond furnished by Dunn & Baker.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Chief Clerk.

HBG:LM

SAM A. KOZER,
SECRETARY OF STATE

C. N. LAUGHRIGE,
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

November 19, 1923

State Highway Commission,

Salem, Oregon.

Gentlemen:- (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we have received and filed as of this date a notice of claim by the Peoples Warehouse Company for hay and grain sold in the sum of $328.42 against the bond taken from the Fidelity and Deposit Company of Maryland, for the work of Dunn & Baker as highway contractors on the Keno-Klamath Falls Section of the Ashland-Klamath Falls Highway.

John B. Coffey
Milton Wash

Herewith enclosed please find three copies of this notice of claim, being one for your files, one for transmission, if desired, to the surety company and one to the contractors.

Kindly make formal acknowledgment of the copies, and oblige.

Very truly yours,

FILING DIVISION,

H. By M. J. Haas

RECEIVED
NOV 20 1923

ANSWERED
H. B. G.

COPY

PEOPLE'S WAREHOUSE COMPANY
M. F. Parker
Box 566 Warehouse: Sixth and Railroad Spur

Klamath Falls, Oregon
Nov. 16, 1923

TO STATE OF OREGON:

Notice is hereby given that the undersigned, Peoples Warehouse Company, has a claim for hay and grain sold, (as per statement attached and part of this notice.) in the sum of ($328.42) Three Hundred Twenty-eight Dollars and forty-two cents against the Bond taken from the Fidelity and Deposit Company of Maryland, John B. Coffey, Agent, Portland, Ore. for the work of Dunn & Baker, as Highway-contractors on the Keno-Klamath Falls Section of the Ashland-Klamath Falls Highway.

Signed Peoples Warehouse Company.

By M. F. Parker

PEOPLE'S WAREHOUSE CO.
M. F. Parker
Box 566 Warehouse: Sixth and Railroad Spur

Klamath Falls, Oregon, Aug. 8, 1923

E. R. Nelson-Sub-Contractor of Dunn & Baker on Keno-Klamath Section of Ashland-Klamath Falls Highway
Chiloquin, Ore.

Terms: Cash

7	6	1320#	hay	12.54	Dray 2.00	14	54
	9	2160#	hay	20.52	2625# Ro Barley 52.50 Dray 8.00	81	02
	11	1720#	"	17.20	Dray 5.00	22	20
	12	2200#	"	22.00	1 sx Potatoes 1.00 Dray 4.00	27	-
	16	2000#	"	20.00	2475# Ro Barley 49.50 Dray 8.00	77	50
	13	2000#	"	20.00	Dray 4.00	24	-
	17	2600#	"	26.00	2250# hay 22.50 Dray 8.00	56	50
	25	2280#		21.66	Dray 4.00	25	66
						328	42

O. Kd by Mr. Nelson, Notary Seal, attached.
This is a Copy, original of which, is
Filed with The State Highway Com.

ENDORSED:

File No. 325
Notice of Claim by the People's Warehouse Company for hay and grain sold in the sum of $328.42 against the bond taken from the Fidelity and Deposit Company of Maryland, for the work of Dunn & Baker, as Highway-contractors on the Keno-Klamath Falls section of the Ashland-Klamath Falls Highway

Filed Nov. 19, 1923, SAM A. KOZER, Secretary of State.

November 20, 1925

P R 98

Dunn & Baker,
Klamath Falls, Oregon.

Gentlemen:

Enclosed herewith please find copy of notice of claim which has been filed with the Secretary of State by the Peoples' Warehouse Company against E. R. Nelson who is sub-contractor on the Keno-Klamath Falls Section.

This copy is being mailed to you at the request of the Secretary of State.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Chief Clerk.

HBO:LM

1 Encl.

November 20, 1923

P R 93

Fidelity & Deposit Company of Maryland,
c/o John B. Coffey, Agent,
Wilcox Building,
Portland, Oregon.

Gentlemen:

We hand you herewith one copy of notice of claim which has been filed with the Secretary of State by the Peoples' Warehouse Company of Klamath Falls, covering their claim in amount $528.42 against E. R. Nelson, sub-contractor under Dunn & Baker who hold the contract for the construction of the Keno-Klamath Falls Section of the Ashland-Klamath Falls Highway.

This notice is sent to you at the request of the Secretary of State as it appears that you are surety on the bond furnished by Dunn & Baker.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Chief Clerk.

HBC:LM
1 Encl.

DEPARTMENT OF OREGON

FIDELITY AND DEPOSIT COMPANY
OF MARYLAND

FIDELITY *and* SURETY BONDS *and* BURGLARY INSURANCE

Gasco Building
PORTLAND October 19, 1923.

R.E. PINNEY
Resident Vice-President
CLARENCE D. PORTER
Manager

R.R. 93

PR#84

RECEIVED
OCT 30 1923

Oregon State Highway Commission,
Salem, Ore.

Gentlemen:-

I beg to acknowledge receipt of your favor of October 17th regarding claim of E. R. Nelson in the sum of $328.42 against Dunn & Baker, whom we bond on a contract for the construction of the Keno-Klamath Falls Section of the Ashland-Klamath Falls Highway, and we have today written our clients, Dunn & Baker, asking them to give this matter their prompt attention.

Very truly yours,

R. E. PINNEY
Resident Vice-President

REP-K

NOTED
H. B. [illegible]

October 17, 1925.

People's Warehouse Company,
Box 521,
Klamath Falls, Oregon.

PR #84 P.R. 93

Gentlemen:

Receipt is acknowledged of your letter of the 15th inst. enclosing your claim against E. R. Nelsen, sub-contractor under Dunn & Baker, contractors for the Keno-Klamath Falls Section of the Ashland-Klamath Falls Highway.

In reply will say that it is not the practice of this Department to pass on claims of this kind, the policy being to refer the matter to the surety on the bond furnished by the contractor as all labor and material claims in connection with the contract are protected by the bond furnished by the contractor. This policy is being followed in this instance and we are today writing the Fidelity and Deposit Company of Maryland, who are surety on the bond of Dunn & Baker in this instance, John B. Coffey, Wilcox Building, Portland, Oregon, Agent, and we would suggest that you file your claim with Mr. Coffey and no doubt it will be satisfactorily taken care of by him.

We would also suggest that you file your claim with the Secretary of State in accordance with the terms of the law regarding the filing of claims.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

#629

By

Chief Clerk.

HBO:LM

#629

...HOUSING AND COMMISSION BUSINESS TRANS... STORAGE. GRAIN. PRODUCE AND WOOL
LICENSED UNDER OREGON LAWS

BONDED

PEOPLE'S WAREHOUSE CO.

M. F. PARKER

BOX 521 WAREHOUSE: SIXTH AND RAILROAD SPUR TELEPHONE 228-W

KLAMATH FALLS, OREGON

October 15,1923

State Highway Commission,
Salem, Ore.

Gentlemen:--

We have supplied a great deal of hay and grain for highway work this summer and generally have had very little trouble in getting pay for same.

One of the men that we supplied was E.R.Nelson, a sub-contractor of Dunn & Baker on the Keno-Klamath Falls section of the Ashland-Klamath Falls Highway.

We started delivering to him May 1st. and the last load was delivered July 31st. On the 1st. of each month someone from Dunn & Baker's office would call for Mr.Nelson's statement and on about the 10th we would receive a check. *from D&B.*

The last statement we mailed to Dunn & Baker. Not receiving a check, we inquired into it. Dunn & Baker informed us that Mr.Nelson was in debt to them on his work and that they were not paying any of his bills. They stated that in a final checking of his work that the estimate might show up better and he might have enough coming to pay bills.

Upon talking to Mr.Scott of your office and explaining the matter to him, he advised us to have Mr.Nelson certify before a Notary that these supplies were used on this section of work under Dunn & Baker and then file same with your office pending final settlement with Dunn & Baker. We have advised Dunn & Baker of our course and given them every chance to pay or at least give logical excuse for not doing so.

So we are enclosing our statement to Mr. Nelson, which he has signed before a Notary. If our course in filing this statement with you is not the proper way to handle it, we would certainly appreciate any suggestion or enlighenment you could give us to handle it differently.

Thanking you in advance for your trouble,

Yours very truly,

Peoples Warehouse,

M. F. Parker

OCT 17 1923

ANSWERED
H. B. G.

GENERAL WAREHOUSING AND COMMISSION BUSINESS TRANSACTED — STORAGE, GRAIN, PRODUCE AND WOOL
LICENSED UNDER OREGON LAWS

BONDED

PEOPLE'S WAREHOUSE CO.

M. F. PARKER

BOX 566 WAREHOUSE: SIXTH AND RAILROAD SPUR TELEPHONE 228-W

KLAMATH FALLS, OREGON. Aug 8 1923

E R Nelson, Pit - Dunn & Baker
Chief Clerk. Klamath

TERMS: CASH

7	6	520 # Hay 1.50 Hay 2.00	14 54
	9	2100 # 2.50 2625 # Ro Barley 52.50 Hay 1.00	5802
	11	1720 # 17.20	2220
	12	2200 # 22.00 Barley 1.00 Hay 4.00	27 -
	13	2000 # 20.00 Hay 4.00	24 -
	16	2000 # 20.00 2000 # Ro Barley 47.50 Hay 8.00	7750
	17	5600 # 26.00 2250 2.50 Hay Hay 8.00	5650
	25	2280 # 21.66 Hay 4.00	2566
			328 42

TO WHOM IT MAY CONCERN:

I, E.R.Nelson, hereby certify, that, as a sub-contractor of Dunn & Baker, I used the above itemized supplies in working on the Reno-Klamath Falls section of highway.

Signed E R Nelson

Date Oct 9. - 23

By

Chief Clerk.

MBG:LM

STATE OF OREGON
County of Klamath } ss.

This Certifies. That on this 9th day of October A. D. 1923 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named E L Nelson known to me to be the identical person described in and who executed the within instrument, and acknowledged to me that he executed the same freely and voluntarily.

In Testimony Whereof. I have hereunto set my hand and notarial seal the day and year last above written.

C L Bowman

NOTARY PUBLIC FOR OREGON
MY COMMISSION EXPIRES NOV. 26, 1924

This letter is to advise you as surety on the bond furnished by Dunn & Baker in connection with their contract for the construction of the Keno-Klamath Falls Section of the Ashland-Klamath Falls Highway, that we have today received a certified statement of claim against E. L. Nelson, from the People's Warehouse Company of Klamath Falls. Mr. Nelson was sub-contractor under Dunn & Baker.

This claim covers the furnishing of supplies and dreyage and amounts to $328.42.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Chief Clerk.

RBG:LM

assign the same as aforesaid, and that there is now due and owing upon the said _____ and Mortgage _____

_____

the sum of _____

with interest from the _____ day of _____ A. D. One Thousand Nine Hundred and _____

In Witness Whereof, the said part___ of the first part ha hereunto set _____ hand___ and seal___ the _____ day of _____ A. D. One Thousand Nine Hundred and _____

Signed, sealed and delivered in the presence of us as witnesses:

_____ (Seal)

_____ (Seal)

_____

_____

October 17, 1922.

October 17, 1923.

Fidelity & Deposit Company of Maryland,
c/o John B. Coffey, Agent,
Wilcox Building,
Portland, Oregon.

PR #84

CR-93

Gentlemen:

This letter is to advise you as surety on the bond furnished by Dunn & Baker in connection with their contract for the construction of the Keno-Klamath Falls Section of the Ashland-Klamath Falls Highway, that we have today received a certified statement of claim against E. R. Nelson, from the People's Warehouse Company of Klamath Falls. Mr. Nelson was sub-contractor under Dunn & Baker.

This claim covers the furnishing of supplies and drayage and amounts to $329.42.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Chief Clerk.

HBG:LM

PR#93

October 2, 1923.

Mr. J. H. Scott,
Acting Division Engineer,
Klamath Falls, Oregon.

PR #93

NOTED
R.A.K.

Dear Sir:

In connection with the proposed change in the specifications applying to the number of courses and sizes of materials to be used in the surfacing of the Klamath Falls-Keno Section, it occurs to me that it should be made clear to the contractors that the acceptance of this change in specifications is not to be construed as permission to carry on the construction operations during periods of unfavorable weather when the hauling over the surfacing might result in damage to same, or in extra surfacing materials being required.

Very truly yours,

ROY A. KLEIN
State Highway Engineer.

By

Office Engineer.

SHP:TW

92 92

October 1, 1923.

Mr. J. H. Scott,
Action Division Engineer,
Klamath Falls, Oregon.

PR #93

Dear Sir:

Receipt is acknowledged of your letter of September 24th, recommending that a change be made in the specifications applying to the surfacing of the Klamath Falls-Keno Section of the Ashland-Klamath Falls Highway, which would provide for the use of three courses in the surfacing construction: the first or base course to be two inches in thickness, and to be constructed of materials from one inch to one and one-half inches in size; the second course to be two inches in thickness, and to be of materials ranging in size from one inch to dust; and the third course to be four inches in thickness, and to be of crusher-run material, having a maximum size of three fourths of an inch.

This revised specification would seem to be fully as satisfactory as the original specification, and in view of the fact that its adoption will expedite the prosecution of the work, the making of this change is authorized.

I have discussed this matter with Mr. McKesson of the Bureau of Public Roads, and the making of the change is agreeable to him.

It is understood, of course, that this change in specifications will not entitled the contractors to any extra compensation.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

SHP:TW

...VALLIS } COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

September 24, 1923.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

PR #93

Dear Sir:

Dunn & Baker, on their Klamath Falls-Keno Section of the Ashland-Klamath Falls Highway, have submitted a revision in the specifications.

Their plan is to use 2 inches of rock ranging from 1 inch to 1½ inches with necessary filler and 2 inches of 1 inch rock containing all the fines from the crusher with necessary filler, if any. Then the base course will be put down on the entire job, then 3/4 inch top, crusher run. This will cost Dunn & Baker a little more money as we get practically crusher run in the base and crusher run in the top.

Their idea is that they can get the base course down before freezing weather comes and consequently will have no preparation of subgrade which freezing weather would hold up. By carefully maintaining the base the top could be put on at any time and kept in proper shape by dragging.

By this method we will be assured of completion of the job this winter. I have their letter making this proposition in writing which I will mail in from the Klamath Falls office. This idea was first suggested by Mr. Stebbins and Mr. Dunn saw the advantages and made the offer in writing.

Very truly yours,

J. H. Scott

Division Engineer.

Specifications call for
Base 3/4 to 1½
Top 3/4 to dust.

JHS:LM

RECEIVED

FORM 2A 51000 EM-6-23

WILLIAM DUBY, BAKER, CHAIRMAN
H. [illegible] VAN DUZER, PORTLAND
W. [illegible] ALONE, CORVALLIS
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

NOTED R. A. K. OR-13

Klamath Falls, Ore.,
Sept. 25, 1923.

18 PH

Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

In regard to the two attached vouchers one of which you handed me in Salem for investigation and the other refering to like material for the same project.

The fence was ordered and holes dug when Mr. Kelley decided that it was best to defer the erection for a year until the fills had taken full settlement. The material is all shipped in as there is no fir cut locally which will meet specifications. The posts are all dipped, pointed and champhered. The 3 x 8 planks are still in the rough to provide against checking. There is no call for fir of that size so that they cannot be sold. They will be sized and given one coat of paint and with the posts will be stored at our shops here. This will cause some additional expense but there will be less danger of fire and we will know they are safe. The paint etc. was purchased in Portland and could not be re-sold here without a loss especially as packages have been opened and part of the material used.

Very respectfully,

JH3:RV

J. H. Scott,
Division Engineer

E

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS.
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.....

RECEIVED
SEP 5 - 1923
OREGON
STATE ... COMMISSION

POST OFFICE BUILDING.
PORTLAND, OREG.

August 31, 1923.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

OR93

Dear Sir:

ATTENTION MR. PROBERT

Receipt is acknowledged of intermediate Voucher No. 3, covering work performed on Oregon 93, Keno-Klamath Falls Section. Also reference is made to your letter of July 31, relative to Voucher No. 1.

The Washington office arrived at the reduction used by using a percentage of 60.61 on Voucher No. 1. On Voucher No. 2 the amount claimed was paid.

Voucher No. 1 - $25,189.18
" " 2 - 6,664.93

Total paid - $31,854.11

On Voucher No. 3, it is noted the amount paid is shown as $31,854.09, a difference of two cents from that actually paid. We are, therefore, changing the voucher by two cents, and forwarding for payment in the amount of $3,471.11.

Very truly yours,

C. H. PURCELL, District Engineer,

By _____
Acting.

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS.
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.....

POST OFFICE BUILDING,
PORTLAND, OREG.

July 23, 1923.

RECEIVED
JUL 24 1923
STATE

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The project agreement and certificate to cover Oregon 93, Keno-Klamath Falls section, have been executed Enclosed herewith is an original copy each of the agreement and certificate for your files.

Yours very truly,
C. H. PURCELL, District Engineer,

By T. M. Davis
Acting

NOTED
R. A. K.

Form P. R. 2

State Oregon

Project No. 93

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

AMENDED FEBRUARY 28, 1919

AND

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

WASHINGTON
GOVERNMENT PRINTING OFFICE
1922

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 26th day of June, 1923

by and between the State Highway Comission of Oregon (

), constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended by act approved February 28, 1919 (40 Stat., 1189), entitled "An Act Making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," and by Act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes":

Whereas the Highway Department of said State submitted on the 5th day of January, 19 23, a project statement, which was approved by the Secretary on the 8th day of February, 19 23, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 8th day of February, 19 23, and approved by the Secretary on the 8th day of June, 1923; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of ninety-three thousand, nine hundred fourteen and 41/100 dollars ($ 93,914.41) as the share of the United States payable under said act on account of said project, which does not exceed 61.13675 per cent of the total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT.

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State From sale of bonds authorized by Legislature under Chapter 175, Laws of 1917, and Chapter 51, Laws of 1920

(Include amount, date, and citation of act of legislature by which authorized.)

*(b) By the count..... of .....

(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

such funds having been placed under the direct control of the Highway Department by .....

(State how placed under direct control of Highway Department.)

*(c) By the count..... of .....

(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

*(d) .....

ROAD EMBRACED IN PROJECT.

ARTICLE II. This agreement covers the following road as described in detail in said surveys, plans, and specifications:

Between survey station 0+00 at the Klamath River Bridge at Keno, and survey station 574+10 at the end of the pavement at the city limits of Klamath Falls .....terminal points, a distance of 10.98 miles, known locally as the Keno-Klamath Falls Section of the Ashland-Klamath Falls Highway, Klamath County.

CHARACTER AND METHOD OF CONSTRUCTION.

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

June 11th, 1923.

PR 93

Mr. G. I. Stebbins,
Resident Engineer,
Klamath Falls, Oregon.

Dear Sir:

We note that in numbering your monthly estimates for grading and surfacing the Reno-Klamath Falls Section, Contract 629 you have overlooked the estimate which you sent in for work to March 10. The only things allowed on this estimate were for materials on hand, but you had given it the number one; then, for the estimate submitted for work to April 8th we assigned the number two instead of number one, as you had shown. This increases the number of each estimate that has been sent in by one, making the estimate for the present month, number four instead of number three.

Will you please correct your estimates to conform to the above? Your July estimate then would be number five.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

Dic by L.E.Parsons.
AP

OREGON STATE HIGHWAY COMMISSION

Klamath Falls, Ore.,
June 6, 1923.

PR 93

Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Attention of Mr. S. H. Probert.

Dear Sir:-

Mr. Dunn, of Dunn & Baker Inc., informs us that on their last estimate on the Keno - Klamath Falls Section of the Ashland - Klamath Falls, Highway, Contract #629 a notation was made that there was no price on Class "A" Concrete.

A proposal was submitted to Mr. C. C. Kelley thru this office, by Dunn & Baker, on Mar. 20th quoting a price of $37.50 per Cu. Yd. Mr. Kelley wrote a letter approving same, dated Mar. 26th a carbon of which was forwarded to this office.

Will you kindly look this matter up as Mr. Dunn informs us that it was withheld from the above mentioned estimate.

Very respectfully,

G. I. Stebbins,
Res. Eng'r.
By R M Wilson
Draftsman.

OK to pay @ 37.50 on June Est SSP

RECEIVED
JUN 8 1923

NOTED
R. A. K.

April 9, 193[illegible]

Mr. O. K. Stebbins,
Resident Engineer,
Klamath Falls, Oregon.

PP#93

REFERRED TO
S H P
R. A. K.

Dear Sir:

We have your letter of March 31st regarding certain line changes on the Ehmo-Klamath Falls Section, also letter from the Bureau of Public Roads under date of April 2nd in which they make certain recommendations as affecting the alignment at station 55, 369 and 528.

In view of the recommendation of the Bureau of Public Roads you will not make the change at station 55; change proposed at station 369 approved; change at station 528 is approved. The change at station 178 to avoid conflict with irrigation canals is approved.

Yours truly,

ROY A. KLEIN,
State Highway Engineer.

By

Assistant Engineer.

CCK:EM

cc. Bureau of Public Roads, Portland, Oregon.
cc. S. H. Probert, Office.

Klamath Falls, Ore.,
Mar. 31, 1923.

Mr. Roy Klein,
State Highway Engineer,
Salem, Oregon.

Attention of Mr. C. C. Kelley,
Ass't. Eng'r.

Dear Sir:-

I am mailing to you under separate cover map, profile and estimate on a proposed shift of line between sta. 162+83.2 and 181+36.2, on the Keno-Klamath Falls Section, to eliminate some expensive re-arrangement of irrigation system.

You will note from the attached comparison that the proposed change would effect a saving of $2,483.22. Mr. Morris, of the Bureau of Public Roads, looked this over on the ground and advised me that it met with his approval.

Please advise if I have your approval to make the change as outlined.

Very respectfully,

G. I. Stebbins,
Res. Eng'r.

GI3/RW

RECEIVED
APR 3 1923

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS,

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No.....

April 2, 1923.

POST OFFICE BUILDING,
PORTLAND, OREG.

RECEIVED
APR 3 1923
STATE HIGHWAY COMMISSION

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We have just made a field inspection of Oregon 93 - Keno-Klamath Falls section of the Ashland-Klamath Falls Highway - especial consideration being given to the proposed line revisions at Stations 55, 359 and 528 which were previously suggested by this office.

The 28 degree curve at Sta. 55 is in solid rock, and while we would like to see it reduced to 20 degrees, we will not insist on the change because of the increased cost.

The 20 degree curve at Sta. 359 has been changed to 12 degrees by a revision within the original right of way, at practically no additional cost. This change is satisfactory.

The 28 degree curve at Sta. 528 can be reduced to a 20 degree curve at the expense of about 400 cu.yds. additional excavation, about 50% common, 25% intermediate and 25% solid rock. Your Resident Engineer agreed to make this change, subject to approval of your office. The cost of the revision is not excessive and we believe it should be made.

At Sta. 178 your Resident Engineer has made a survey for a proposed revision which he will submit to your office. By a line change here he estimates that it will be possible to effect a saving of about $2,000 by elimi-

nating two crossings of an irrigation canal. The proposed revision is satisfactory to this office.

Yours very truly,

C. H. Purcell,
District Engineer.

COMPARISON OF COST

Keno - Klamath Falls, Section
of the
Ashland-Klamath Falls Highway

Proposed Revision Sta. 162 to 182

1,354	Cu. yds.	Barrow	@ 0.43	$582.22
254	" "	Common Excavation	0.47	109.22
254	" "	Solid Rock "	1.75	444.50
300	Sta. Yds.	Overhaul	0.07	21.00
24	Lin. Ft.	18" Reinf. Conc. Pipe	3.07	73.68
1.5	Cu. Yds.	Class "C" Concrete	28.65	42.98
				$1,273.60

Original Line

804	Cu. Yds.	Common Excavation	@0.43	$345.72
804	" "	Solid Rock "	1.75	1,407.00
600	Sta. Yds.	Overhaul	0.07	42.00
Lowering Wood Stave Pipe				300.00
First Crossing of Ditch				
	30 Lin. Ft 30" Reinf Conc. Pipe		@5.60 --168.00	
	3.3 Cu. Yds. Class "C" Conc.		28.65 94.55	262.55
Ditch Channel Change				
	450 Cu. Yds. Inter. Exc.		@0.70 ---315.00	
	450 " " S. R. "		1.75 787.50	
				1,102.50
Second Crossing of Ditch				
	30 Lin. Ft. 30" Syphon Pipe		@6.75 ----202.50	
	3.3 Cu. Yds. Class "A" Conc.		28.65 94.55	
				297.05
				$3,756.82

PAYMENTS.

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of the said certified sum, or so much thereof as may be due under the terms hereof, to .....

.....
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the ..... of .....
(State or county.) (Name.)

(Strike out if not appropriate.)

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to .....

the State Treasurer

.....
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the **State** of **Oregon**
(State or county.) (Name.)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $ **10,341.02** per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT.

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: .....
(Include reference to statute authorizing

RESOLUTION

In view of the fact that the State Highway Commission was authorized by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways,

IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 237 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties for which a suitable contract will be entered into, will be sufficient to maintain all state roads constructed by the State

above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $ 18,341.02 per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT.

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: .....

(Include reference to statute authorizing

RESOLUTION

In view of the fact that the State Highway Commission was authorized by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways,

IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 237 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties for which a suitable contract will be entered into, will be sufficient to maintain all state roads constructed by the State Highway Commission or jointly by the Commission and the Federal Department of Agriculture, as provided for in the Federal Aid Road Act, and

BE IT RESOLVED, that the state assumes responsibility to the Federal Government for the proper maintenance of all highways constructed in cooperation with the Federal Government under any federal act providing for cooperative road construction, the state to make whatever arrangements with the various counties it may deem necessary to meet this obligation in accordance with the laws of the state of Oregon and the Federal Aid Road Act, and any other Federal Law that may have been, or may be, enacted to further road improvement in the State of Oregon.

I, Roy A. Klein, duly appointed Secretary for the Oregon State Highway Commission, hereby certify the above resolution was unanimously adopted by the Oregon State Highway Commission, at its regular meeting held at Salem, Oregon, on August 7, 1917, all members being present and voting, and at a special meeting held in Portland on September 25, 1917, a majority being present and voting, when an amendment was made to the original resolution to make it read as above.

ROY A. KLEIN

Secretary

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the .....,
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: .....

(Include reference to statute authorizing .....
funds, probable amount annually available, and how will be placed under direct control of Highway Department.)
.....

*(*b*) By the .....,
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .....

(Include reference to statute authorizing .....
funds and probable amount annually available.)
.....

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: .....
.....
.....

*(Strike out if not appropriate.)

STRICKEN BY ...

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 8th day of June, 1923.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department.)

By C. M. Dubay
Chairman, State Highway Commission
(Title of officer.)

By H. B. Van Duzer
Member, State Highway Commission
(Title of officer.)

[SEAL.]

By W. H. Malone
Member, State Highway Commission
(Title of officer.)

By .....
(Title of officer.)

By .....
(Title of officer.)

[SEAL.]

C. M. Ingalls
ACTING Secretary of Agriculture.

Form No. PR. 6

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, as amended by "An Act making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," approved February 28, 1919, and by "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," approved November 9, 1921 (42 Stat., 212).)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between survey station 0+00 at the Klamath River Bridge at Keno, and survey station 574+10 at the end of the pavement at the city limits of Klamath Falls locally known as the Keno-Klamath Falls Section of the Ashland-Klamath Falls Highway, Klamath County, and designated in the records of this Department as Project No. 93, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $153,513.73 as the total estimated cost of said project, and the sum of $93,914.41 as the share of the United States, payable under said acts on account of such project, which does not exceed 61.13673 per cent of said total estimated cost.

Done in the District of Columbia, this 8th day of June one thousand nine hundred and Twenty-three, as witness my hand and the seal of the Department of Agriculture.

C. W. Pugsley

ACTING *Secretary of Agriculture.*

GOVERNMENT PRINTING OFFICE 3—4329

March 6, 1923

Bureau of Public Roads,
Postoffice Building,
Portland, Oregon

Attention Mr. McKesson.

Gentlemen:-

Attached hereto is a copy of a letter received from Mr. Stebbins in regard to the curve reduction on the Keno-Klamath Falls Section, as mentioned in your letter of February 2nd. It will be noted that the curve at Station 359 plus can be reduced in the manner suggested in your letter. The cost of reducing the other two curves, which are 28 degree curves, to 20 degree curves is thought to be not justified.

Please outline your views in this matter.

Yours truly,

HERBERT HUNT
State Highway Engineer

By

CCK:F
1 Encl.

Assistant Engineer

Mr. C. I. Stebbins,
Resident Engineer,
Klamath Falls, Oregon.

March 5th, 1923.

PR #93

Dear Sir:

Through the Bureau of Public Roads, it has come to our attention that on the Keno-Klamath Falls section there are a number of corrugated iron culverts which could be utilized in connection with the new work by proper extension.

At the time specifications for this work were prepared, it was not known to us that this condition existed, and we, therefore, did not secure special prices for the extension of these culverts with culvert pipe of the same material, as is our usual practice.

Neither this Department, nor the Bureau of Public Roads have any objection to the utilizing of these old culverts in the new work, provided they are on proper line and grade, and provided they are in such a condition as to give several years of service. We would prefer that the extensions be made with corrugated iron culvert pipe, but if the contractor is not willing to make these extensions at the price bid by him for corrugated iron pipe, we have no objection to the extension being made with concrete pipe, but in this case we would expect the contractor to make suitable concrete connections with the old pipe without extra compensation.

The heights of the embankment to be placed over them should have some bearing upon whether the pipe should be left in place or replaced with new pipe. It is possible too that you may find it desirable to take out some of the old pipe and replace it at points of low fill, where it may be easily replaced later.

The above is written so that you will be informed as to the requirements of the Department in this connection, and you are requested to use your own best judgment in each individual case.

Very truly yours,

HERBERT HUNT
State Highway Engineer

By

Office Engineer

SHP:ER

FORM 8A 10644-7500-6-22

R. A. BOOTH, EUGENE, CHAIRMAN
J. B. YEON, PORTLAND
W. B. BARRATT, HEPPNER
COMMISSIONERS

ROY A. KLEIN, SECRETARY AND ASSISTANT ENGINEER

HERBERT NUNN
STATE HIGHWAY ENGINEER

97

OREGON STATE HIGHWAY COMMISSION

SALEM

Klamath Falls,

March 2, 1923.

RECEIVED
MAR 5 1923
OREGON
STATE HIGHWAY COMMISSION

Mr Herbert Nunn,
State Highway Engineer,
Salem, Ore.

Attention Of Mr C.C.Kelley,
Assistant Engineer.

Dear Sir;

Refering to the attached letter from the Bureau Of Public Roads regarding certain minor changes in alignment on the Keeno- Klamath Falls Section of the Ashland - Klamath Falls Highway;

At Station 53 plus 89.3 The 28 degree curve can be reduced to a 20 degree with an increase of 400 cy of solid rock excavation and with a decrease in distance of 74 feet. A total increase in construction cost of $620.00.

Anything less than a 20 degree would be prohibitive as the ground slope increases very rappidly beyond this point.

At station 359- 07.5 the present 20 degree curve can be reduced to 12 degree with practically no additional cost but right of way lines would have to remain fixed to the present alignment as settlement has been made with property owner on this basis.

At station 528-16.7 the 28 degree curve can be reduced to a 20 degree involving 650 yds additional of solid rock and effecting a decrease in distance of 47'
The total increase in construction cost being $1084.30.

A further decrease in curvature can be made at the same proportinate increase in construction costs.

Very respectfully,

R.E.

224 SOUTH SIXTH STREET

REFERRED TO

TRUCKS FOR HAULING

PHONE 283

FEB 13 1923

Form 1217A

CLASS OF SERVICE DESIRED	
Telegram	
Day Letter	
Night Message	
Night Letter	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Receiver's No.
Check
Time Filed

Send the following message, subject to the terms on back hereof, which are hereby agreed to

PR 93

FEBRUARY 20, 1923

DUNN & BAKER,
KLAMATH FALLS, OREGON.

AWARD YOU CONTRACT KLAMATH FALLS ECHO GRADING AND SURFACING ON BASIS YOUR BID FEBRUARY SIXTH ON CONCRETE PIPE CONTRACTS MAILED TODAY.

OREGON STATE HIGHWAY COMMISSION.

other words they get the State, County and Federal Government to finance this job for them through what I consi[illegible] legitimate and sharp practice.

This being the facts, I hereby respectfully protest same and request that their bid be thrown out, and I being next lowest bidder, that contract be awarded to me, as I consider my bid fair and conservative as well as legitimate in every respect. My motive when submitting same was to be fair and honorable to all

224 SOUTH SIXTH STREET

TRUCKS FOR HAULING

PHONE 273

W. D. MILLER

GENERAL CONTRACTOR

DEALER IN

CRUSHED ROCK, SAND, CEMENT, LIME, REINFORCING STEEL

CONCRETE BLOCKS AND ROOFING MATERIAL

KLAMATH FALLS, OREGON

REFERRED TO A.A.L. BY H. N.

RECEIVED FEB 13 1923

February 10, 1923.

To the members of the Oregon State Highway Commission,

Salem, Oregon.

Gentlemen:-

Your attention is called to the Keno-Klamath Falls section of the Ashland-Klamath Falls Highway, for which bids for the building of same were opened on February 6th, Dunn & Baker being the low bidders with $142054.45, I being the next lowest bidder at $149262.50.

In Dunn & Baker's bid you will note they have bid in the Clearing at $10,000.00 against Warren Constr.Co. bid of $1550.00 and mine of $1600.00, which anyone familiar with the clearing to be done will readily concede that a bid of $10,000.00 is exorbitant and out of all reason. They have in turn lowered the cost of the other units of the work below what it can be done for with any profit. This I do not consider a legitimate bid, as it is obvious their intention is to finish the clearing at once, secure their exorbitant estimate on same, and use it to finance the job, or in other words they get the State, County and Federal Government to finance this job for them through what I consider illegitimate and sharp practice.

This being the facts, I hereby respectfully protest same and request that their bid be thrown out, and I being next lowest bidder, that contract be awarded to me, as I consider my bid fair and conservative as well as legitimate in every respect. My motive when submitting same was to be fair and honorable to all

other bidders and to the State, County and Federal Government in every respect.

Asking your earnest and thoughful consideration in this matter and trusting your decision will be to eliminate for this time and hereafter this kind of unfair bidding to all concerned,

I am, yours respectfully,

W. D. Miller

CC to U.S.Bureau of Public Roads,
316 Post Office Building,
Portland, Oregon.

County Commissioners, Klamath County,
Klamath Falls, Ore.

193

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS,
DISTRICT No. 1.

REFERRED TO
[illegible]
BY H. N.

IN YOUR REPLY PLEASE
REFER TO FILE No.....

RECEIVED
FEB 3 1923
STATE

POST OFFICE BUILDING,
PORTLAND, OREG.

February 2, 1923.

Mr. Herbert Nunn,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

ATTENTION MR. KELLEY

The plans for Oregon Project No. 93 (Keno-Klamath Falls section) have been reviewed in this office.

The grades and alignment appear to be satisfactory except in three places where the curvature seems to be unnecessarily sharp, considering topography as indicated on the cross sections.

Two 28-degree curves have been shown, each having a very large central angle, and both being outside curves. These curves are Station 53+89.3 to 57+90 and Station 528+16.7 to Station 531+38.9. The cross sections indicate the hillsides in both cases as being easy slopes. A 20-degree curve is shown at Station 359+07.5 and the cross sections do not indicate any difficulty or expense to be involved in reducing this to about 12 degrees. The plan indicates that this sharp curve was used to avoid interference with an existing building, but as this building is near the end of the curve, the right-of-way might be offset to avoid the building and the highway built a little off center of the right-of-way opposite the building.

With the three exceptions noted above, the location is adapted to high speed traffic.

If possible, without substantial increase in cost, we believe the 28-degree curves might well be reduced to about 15 degrees, and the 20-degree could apparently be reduced to about 12 degrees.

Please advise us fully, and if you have topographic maps or other data which justify the present alignment, please submit them. We will return any of the data which you may desire to retain in your files.

Very truly yours,

C. H. PURCELL, District Engineer,

By _____
Acting.

January 30th, 1923.

Bureau of Public Roads,
Portland, Oregon.

PR 93

Gentlemen:

Herewith we are enclosing six copies of estimate and unit price analysis and four copies of special provisions on the Reno-Klamath Falls Section, Oregon Project No. 93.

Four blue print sets of plans and one blue print set of cross-sections are today going forward to you, under separate cover.

Very truly yours,

HERBERT HUNT
State Highway Engineer

By

Office Engineer.

Dic by J. W. DeSouza.
AP
Enclosures

Oregon State Highway Department — Project No. 95

Keno-Klamath Falls Section of the Ashland-Klamath Falls Highway

in Klamath County.

(Estimate with plans. Not as basis for project agreement)

Salem, Oregon, January 30, 1921.

All Required	Clearing and Grubbing			$ 2,750.00
50,000 Cu. Yds.	Common Excavation		.55	27,500.00
13,000 " "	Intermediate Excavation		.80	10,400.00
13,000 " "	Solid Rock Excavation		2.15	27,950.00
45,000 Sta. Yds.	Overhaul		.05	2,250.00
650 Lin. Ft.	12" Culvert Pipe		1.65	1,072.50
170 " "	12" " " , Siphons		2.00	340.00
50 " "	18" " "		3.35	167.50
90 " "	18" " " , Siphons		4.25	382.50
150 " "	24" " "		4.25	637.50
130 " "	24" " " , Siphons		4.75	617.50
60 " "	36" " "		7.00	420.00
81 Cu. Yds.	Class "C" Concrete		40.00	3,240.00
3,000 Lin. Ft.	Guard Fence		1.25	3,750.00
34,000 Cu. Yds.	Surfacing		2.90	49,600.00
2,500 " "	Filler		.50	1,250.00
		Sub-total		152,357.50
		10% Engr. & Cont.		15,232.75
		Total		$ 167,590.25

Length of project 10.98 miles
Cost per mile $15,260.49

State funds available $165,590.25
Federal Aid requested 2,000.00

$ 167,590.25

Oregon State Highway Department — Project No. 98

Reno-Klamath Falls Section of the Ashland-Klamath Falls Highway in Klamath County

Analysis of estimated surfacing price

Royalty	$	.05
Quarrying and Crushing		1.42
Hauling (3.2 mi. @ .25¢)		.80
Spreading and Compacting		.20
Preparation of Subgrade		.05
		2.52
15% profit		.38
Est. bid price	$	2.90

SPECIAL PROVISIONS

Keno-Klamath Falls Section

SIPHONS

Construction Details:

Siphons will be constructed in accordance with the standard plan attached.

The inlet and outlet basins shall be of Class "A" Concrete. The pipe connecting the basins shall be concrete or corrugated iron, as may be ordered by the Engineer.

Concrete pipe for use in siphons shall conform in every respect to concrete pipe for use in culverts, and shall be laid in accordance with the same specifications, except that each joint shall be provided with a cement mortar collar to prevent leakage. The cement mortar collar shall be 12 inches in width and 3 inches in thickness, and shall be made of a cement mortar consisting of one part of Portland cement to one part of sand, the cement and sand conforming to the specifications for cement and sand for use in Class "A" Concrete. The cement mortar collars must be very carefully constructed and must provide absolutely water tight joints.

Corrugated iron pipe for use in siphons shall conform in every respect to corrugated iron pipe for use in culverts except that all seams and joints shall be closely riveted and soldered. The use of coupling band joints will be permitted only with special authority from the Engineer, and when that type of joint is used there shall be wrapped under the coupling band four thicknesses of heavy burlap, thoroughly treated with hot bitumen.

Measurement and Payment:

The end basins for siphons will be paid for on a yardage basis at the unit price bid for Class "A" Concrete.

The pipe between the end basins will be paid for at the price bid for concrete siphon pipe or for corrugated iron siphon pipe, as the case may be.

Payment for the end basins and pipe shall be understood to comprise full payment for the siphon in place, including cement mortar collars and backfilling of excavations, but not including the original excavation, which will be paid for at the price bid for the appropriate class of excavation.

ALTERNATE BIDS ON CULVERT PIPES

Contractors are required to submit alternate bids on cement concrete and corrugated galvanized iron types of culvert pipe and siphon pipe. The State Highway Commission will reject, as informal, any proposal which does not contain bid prices for both types.

TRAFFIC OVER OLD ROAD TO BE PROVIDED FOR

The attention of the contractor is called to the several points of coincidence of the existing county road with the construction work to be done under this contract, and to the clauses on Pages 10 and 11 of the Standard Specifications relating to the provision for traffic.

BROKEN STONE SURFACING

Preparation of Subgrade:

Before spreading the surfacing materials, the contractor shall, by means of blades, graders, fresnoes, or other suitable equipment, shape up the roadbed, bringing same to uniform crown and grade, with a surface free from ruts, humps and depressions.

The subgrade shall be prepared only a short distance ahead of the surfacing operations, and after having once been prepared, shall be maintained true to crown, grade, and uniform surface until covered.

In no event shall any surfacing materials be placed upon any section of the subgrade which is not, in the opinion of the Engineer, in a condition suitable and satisfactory for surfacing.

Number of Courses and Cross-section:

The number of courses in which the surfacing shall be laid, and the cross-section to which it shall be constructed shall, in general, conform to the specifications in the paragraph below and to the attached or accompanying typical cross-section plan, but these features shall be subject to such changes as may be ordered by the Engineer to take care of varying subgrade conditions.

In general, the surfacing shall be constructed in two courses of approximately equal average thicknesses. The top course shall entirely cover and overlap the bottom course as indicated in the typical cross-section plan. The finished surfacing shall have a bottom width of eighteen (18) feet and a top width of fourteen (14) feet, and it shall have an average thickness of eight (8) inches, loose measure.

Materials:

All broken stone shall be clean, hard, tough and durable, and shall be free from soft, thin, elongated or laminated pieces. The loss by abrasion when tested in the manner described in Bulletin No. 555 of the U. S. Department of Agriculture shall not exceed eight (8) per cent.

Possible, but not guaranteed sources of suitable rock are located as follows:

500 feet to the left of Station 35.
1,000 feet to the left of Station 215.
1,000 feet to the right of Station 400.

Contractor to Acquire and Develop Sources of Material:

The contractor shall acquire and develop such sources of material as are required for the prosecution of the work. He shall pay all royalties, shall remove overburden, shall provide hauling roads, and shall bear all expense incidental to the securing, furnishing and delivering upon the work of all surfacing materials required.

In case the contractor is unable to make arrangements for the taking of materials from the available sources without compliance to unreasonable restrictions or the payment of exhorbitant royalties, the State Highway Commission, at the contractor's written request, will institute condemnation proceedings, or take such other steps as may seem advisable for the securing of materials from the particular source or sources involved.

It is understood that the contractor will bear all expense of the condemnation proceedings, and all other expense to which the State Highway Commission may be put, and will pay such royalty costs or other consideration as the Court may award, or as may be otherwise fixed.

Sizes of Materials:

Base course materials shall all pass a screen having one and one-half (1½) inch circular openings. It shall

contain not more than fifty (50) per cent of material passing a three-quarter (3/4) inch circular opening, nor more than twenty-five (25) per cent of material passing a one-quarter (1/4) inch square opening. It need not contain any material passing a three-quarter (3/4) inch circular opening, but it shall be well graded from the maximum one and one-half (1½) inch size to its minimum size of three-quarter (3/4) inch or below.

Top course materials shall all pass a screen having three-quarter (3/4) inch circular openings and shall contain not to exceed thirty-five (35) per cent of material passing a one-quarter (1/4) inch square opening. It shall be well graded from the maximum three-quarter (3/4) inch size to dust.

Means to Prevent Separation of Fine from Coarse Materials:

In the handling of materials, the contractor shall use means which will prevent, as far as possible, a separation of the fine from the coarse materials. As far as possible, materials in being transferred into stock piles, bins, or vehicles shall be dropped vertically.

Hauling:

To assist in the compacting of surfacing materials, the contractor will be required to do his hauling, as far as practicable, over the surfacing, as it is placed. The construction of surfacing shall in all cases begin at the point nearest the point of loading materials and shall progress away from that point. The base course shall at all times be in place at least one mile in advance of the top course.

Dragging:

The contractor shall do such blading and dragging of both the base and top courses as may be necessary to bring them to a uniform grade and crown with a smooth and even surface, and as may be necessary to maintain them free from ruts, and true to the crown, grade and surface to which they are first constructed. They shall be so maintained until covered, or until all surfacing to be constructed under the contract is completed.

Sprinkling and Rolling:

If, in the opinion of the Engineer, the surfacing materials should be sprinkled or rolled during the course of construction, the sprinkling or rolling shall be done by the contractor and paid for as "extra work", or shall be done by State forces without cost to the contractor.

Finishing Shoulders and Cleaning Ditches:

After the surfacing has been placed and compacted, the earth shoulders shall be leveled down and the entire roadbed, inclusive of ditches, trimmed up so as to provide a uniformly crowned and well drained cross-section, as indicated on the plans. All excess excavated materials and all loose stones and rock fragments that may be dragged to the surface shall be deposited on the sides of embankments or otherwise disposed of to the satisfaction of the Engineer.

Measurement and Payment:

Payment for the construction of surfacing as above specified shall be made at the prices bid per cubic yard for surfacing of the particular kinds and classes included among the bid items. The quantity of any kind or class of material to be paid for shall be the number of cubic yards of that kind or class of material furnished, delivered and incorporated in the work. Measurement shall be loose measure aboard trucks or other conveyances at the point of their loading.

The unit price bid shall be understood to cover preparation of subgrade, the furnishing, screening, crushing, hauling, spreading and compacting of materials. The trimming of shoulders, the cleaning out of ditches, and all other work involved in the construction of the finished surfacing at the grade and to the cross-section indicated on the plans, and in accordance with these provisions.

MAINTENANCE MATERIALS

Materials for maintenance shall conform in every respect to the specifications given for materials to be used in the construction of the top course of the surfacing. They shall be placed in neat, well formed piled of 25 cubic yards each, spaced at intervals of approximately one-quarter of one mile.

The exact positions of the piles shall be as ordered by the Engineer.

Payment shall be made at the unit price bid for maintenance material, and this price shall be understood to include the furnishing, screening, crushing, hauling and piling of materials, and the leveling-off and preparing of the sites upon which the materials are to be piled.

FILLER

Where the engineer so directs, there shall be added to and incorporated with the surfacing materials a "filler" of sand, loam or other suitable materials. Materials for this purpose shall be obtained from such sources as the Engineer may select, and shall be dry and finely pulverized.

The course of surfacing in connection with which the filler is to be used, shall, immediately before the application of the filler, be shaped up and brought to uniform crown, cross section and grade, free from all ruts and inequalities. The filler shall then be spread uniformly over the course of surfacing, the spreading to be done by hand from piles of filler material dumped at convenient intervals alongside the work. The quantity of filler to be used shall be as the engineer may order.

In no case shall filler material be obtained from embankment shoulders, or slopes, and when filler material is obtained from within the right-of-way limits, the excavation therefor shall be left neatly trimmed and properly drained.

Filler shall be paid for at the price bid per cubic yard, loose measure, for that item. This price shall be understood to include and cover the excavation, hauling, and spreading of the filler material and the incorporation of same with the surfacing materials in accordance with these specifications; provided, however, that for such filler material as must be hauled more than five hundred (500) feet the contractor will be paid in addition to his bid price for filler a price for "filler-haul" of twenty-five (25) cents per cubic yard for each mile, or fraction thereof, of haul in excess of five hundred 9(500)feet.

When filler materials are obtained and hauled in such manner as to be not susceptible of accurate measurement, the quantity to be paid for shall be estimated by the engineer in such manner as appears to him to be most equitable.

6-10-22

January 12, 1923.

Mr. G. I. Stebbins,
Resident Engineer,
Klamath Falls, Oregon.

PR # 93

Dear Sir:

This is to inform you that we contemplate receiving bids for the grading of the Klamath Falls-Keno Section at a meeting of the State Highway Commission to be held in Portland on February 6th and 7th.

If the Right of Way for this section has not all been acquired, this matter should be taken up with the county officials at once, and they should be advised that the contract cannot be awarded until all Rights of Ways have been obtained.

For your use in this connection, we are enclosing herewith the Right of Way descriptions as submitted by the Locating Engineer. It will be another week before we can supply you with blue print copies of the maps and profiles for this project. The work will be handled as a Federal Aid Project and our Drafting Office is working up the necessary Federal Aid Plans.

Very truly yours,

HERBERT NUHN
State Highway Engineer

By

Office Engineer.

CMP:ER

enc.

STATE Oregon

PROJECT No. 93
(Not to be filled in.)

Form P R 1
BUREAU OF PUBLIC ROADS
U. S. DEPT. OF AGR.

PROJECT STATEMENT

AS REQUIRED BY

FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916, AND AMENDED BY ACT APPROVED FEBRUARY 28, 1919.

(Date) January 5, 1923

THE SECRETARY OF AGRICULTURE,
Washington, D. C

SIR:

The State of Oregon, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat. 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder, does hereby submit by its State Highway Commission constituting the State Highway Department of said State, this project statement for the rural post road herein described, which it is proposed to construct under the provisions of said Act and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Act. The work will be done under the direct supervision of the State Highway Department under authority of Chapter 21 Laws of 1920

(Cite statutes and resolutions or orders giving Highway Department jurisdiction.)

, in strict conformity to the provisions of the said Act and to said Rules and Regulations. After construction of the said road it will be properly maintained by State Highway Department assumes responsibility for maintenance

1. Local name of road Keno-Klamath Falls Section of Ashland-Klamath Falls Highway.
2. Located between Keno and Klamath Falls, County of Klamath
3. Points of beginning and ending Sta. 0+00 Klamath River Bridge at Keno to Sta. 574+10 at Klamath Falls
4. Length in miles (gross) 10.96 (net) 10.96

NOTE.—In preparing the Project Statement attention is directed to the Rules and Regulations. In all cases a sketch plan shall accompany statement.

8—4266

5. Miles of project used as post route ____; miles not used as post route ____

6. If a major portion of the project is not a post route, or if the project is not a "connecting link," give the facts showing the general status along the entire project as follows: Whether the country is thickly or sparsely settled; if the latter, the probability of increased settlement; the purposes for which the contiguous lands are used, their fertility and general character; whether desired for and capable of more intensive development; and such further facts as will tend to show the general character of the community in which the road is located and the need for and desirability of constructing or improving the same.

(Use additional sheets, if necessary, and indicate the sections referred to by same letters as on sketch map.)

7. Places on the project having a population of 2,500 or more as shown by the latest Federal census and mileage of each None

8. Tolls collected on roads or bridges on this project, if any No

9. Is project part of State's five-year program heretofore submitted? Yes

10. Purpose project will serve and relation it bears to the road system of the State. (See Reg. 3, Sec. 1, and Reg. 4, Sec. 1.) Portion of Ashland-Klamath Falls Highway. On Secondary Federal Aid System

11. Improved roads adjacent or contiguous and type of each Federal Aid Project on West City Streets on East

(Give distinguishing marks to identify on sketch map.)

12. Through traffic, approximate average daily number of (*a*) trucks 20, (*b*) passenger motor vehicles 100, and (*c*) horse-drawn vehicles 10

13. Local traffic, approximate average daily number of (*a*) trucks ____, (*b*) passenger motor vehicles ____, and (*c*) horse-drawn vehicles ____

14. Description and present condition of traveled way Unimproved road

5—4256

15. Proposed width of surfacing 18'; feet between ditches 20; approximate maximum gradient 8 per cent.

16. Proposed type of construction Grading and surfacing

17. Location, nature, and extent of deposits of local materials suitable for use on this project quarry sites located in the vicinity of Stations 35, 215 and 400

(Where practicable show by distinguishing marks on sketch map.)

18. Location and length of each bridge to be built or rebuilt requiring a length of more than 20 feet none

(Designate each by the same distinguishing marks as on sketch map.)

19. State's share of cost of construction will be provided by State

(State or (and) county.)

20. Amount of funds which are will be available for construction: (a) State $136,171.00 and any additional amounts required. Sale of bonds authorized

(b) County

RESOLUTION

In view of the fact that the State Highway Commission was authorized by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways;

IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 237 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties for which a suitable contract will be entered into, will be sufficient to maintain all state roads constructed by the State Highway Commission or jointly by the Commission and the Federal Department of Agriculture, as provided for in the Federal Aid Road Act; and

BE IT RESOLVED, that the state assumes responsibility to the Federal Government for the proper maintenance of all highways constructed in cooperation with the Federal Government under any federal act providing for cooperative road construction, the state to make whatever arrangements with the various counties it may deem necessary to meet this obligation in accordance with the laws of the State of Oregon and the Federal Aid Road Act, and any other Federal Law that may have been, or may be, enacted to further road improvement in the State of Oregon.

(Where practicable show by distinguishing marks on sketch map.)

18. Location and length of each bridge to be built or rebuilt requiring a length of more than 20 feet

none

(Designate each by the same distinguishing marks as on sketch map.)

19. State's share of cost of construction will be provided by State

(State or (and) county.)

20. Amount of funds which are / will be available for construction: (a) State $136,171.00 and any additional amounts required. Sale of bonds authorized

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RESOLUTION

In view of the fact that the State Highway Commission was authorized by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways;

IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 237 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties for which a suitable contract will be entered into, will be sufficient to maintain all state roads constructed by the State Highway Commission or jointly by the Commission and the Federal Department of Agriculture, as provided for in the Federal Aid Road Act; and

BE IT RESOLVED, that the state assumes responsibility to the Federal Government for the proper maintenance of all highways constructed in cooperation with the Federal Government under any federal act providing for cooperative road construction, the state to make whatever arrangements with the various counties it may deem necessary to meet this obligation in accordance with the laws of the State of Oregon and the Federal Aid Road Act, and any other Federal Law that may have been, or may be, enacted to further road improvement in the State of Oregon.

I, Roy A. Klein, duly appointed Secretary for the Oregon State Highway Commission, hereby certify that the above resolution was unanimously adopted by the Oregon State Highway Commission, at its regular meeting held at Salem, Oregon, on August 7, 1917, all members being present and voting, and at a special meeting held in Portland on September 25, 1917, a majority being present and voting, when an amendment was made to the original resolution to make it read as above.

Roy A. Klein

Secretary.

21. Funds for maintenance to be provided by State
(State or (and) county.)
from the following sources:
(Refer to statute.)

22. List of certified copies of resolutions or orders, if any, attached hereto or previously submitted, by State Highway Department respecting the State funds which are or will be available for construction

23. List of attached or previously submitted certified copies of resolutions or orders by the county or other local subdivision of the State respecting the funds which are or will be available for construction and maintenance. (See Sec. 5, Reg. 4)

24. List of forms of the contract and of the contractor's bond attached hereto or previously submitted and proposed to be used in connection with this project State Highway Department standard forms of contract and contractor's bond.

25. Reconnaissance estimate of cost of project:

Made by ..... Date ....., 19....

Approximate Quantity.	Unit.	Item.	Price.		Amount.	
	Cu. yds.	Excavation, ...% rock				
	Sq. yds.	Surfacing of				
All Required		Clearing and Grubbing			2,200	00
37,000	cu.yds	Common Excavation		45	16,650	00
11,500	cu.yds	Intermediate "		65	7,475	00
10,000	cu.yds	Solid Rock "	1	70	17,000	00
35,000	sta.yds	Overhaul		05	1,750	00
		Structures of 20′ span or under				
		Structures over 20′ span				
		Other items				
750	lin.ft.	12" Pipe	1	50	1,125	00
120	lin.ft	18" "	3	00	360	00
250	lin.ft	24" "	3	50	875	00
50	lin.ft.	36" "	5	50	275	00
100	cu.yds	Class "B" Concrete	33	00	3,300	00
3,000	lin.ft.	Guard Fence	1	25	3,750	00
24,000	cu.yds	Surfacing	2	90	69,600	00
2,500	cu.yds	Filler		50	1,250	00

Length, 10.98 miles.

Cost, $ 12,583.87 per mile.

Subtotal	125,610	00
10% Engineering and Contingencies	12,561	00
Total	138,171	00

This estimate approved by:

.....

(Title) Office Engineer

26. Amount of Federal aid desired 2,000.00

8—4286 (State in lump sum or percentage, but not both.)

27. Payment desired on completion or as work progresses as work progresses

28. Official, officials, or depository authorized by State law to receive public funds of the State or county and designated by the State Highway Department to receive Federal funds for this project Treasurer of the State of Oregon, Salem, Oregon

29. Additional remarks

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department.)

By

Chairman
(Title of officer.)

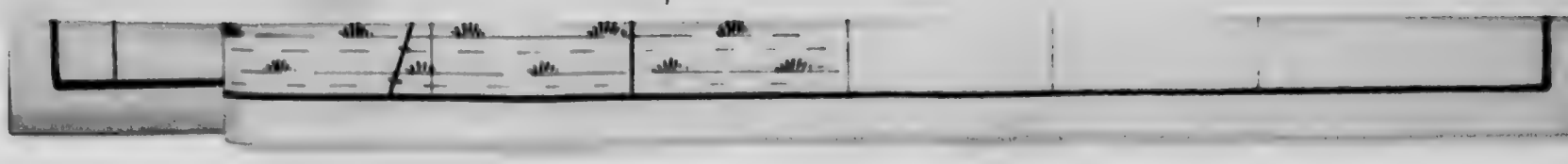
By

Commissioner
(Title of officer.)

By

Commissioner
(Title of officer.)

8—4256



OREGON STATE HIGHWAY DEPARTMENT

SKETCH MAP ACCOMPANYING

OREGON PROJECT STATEMENT No. 9

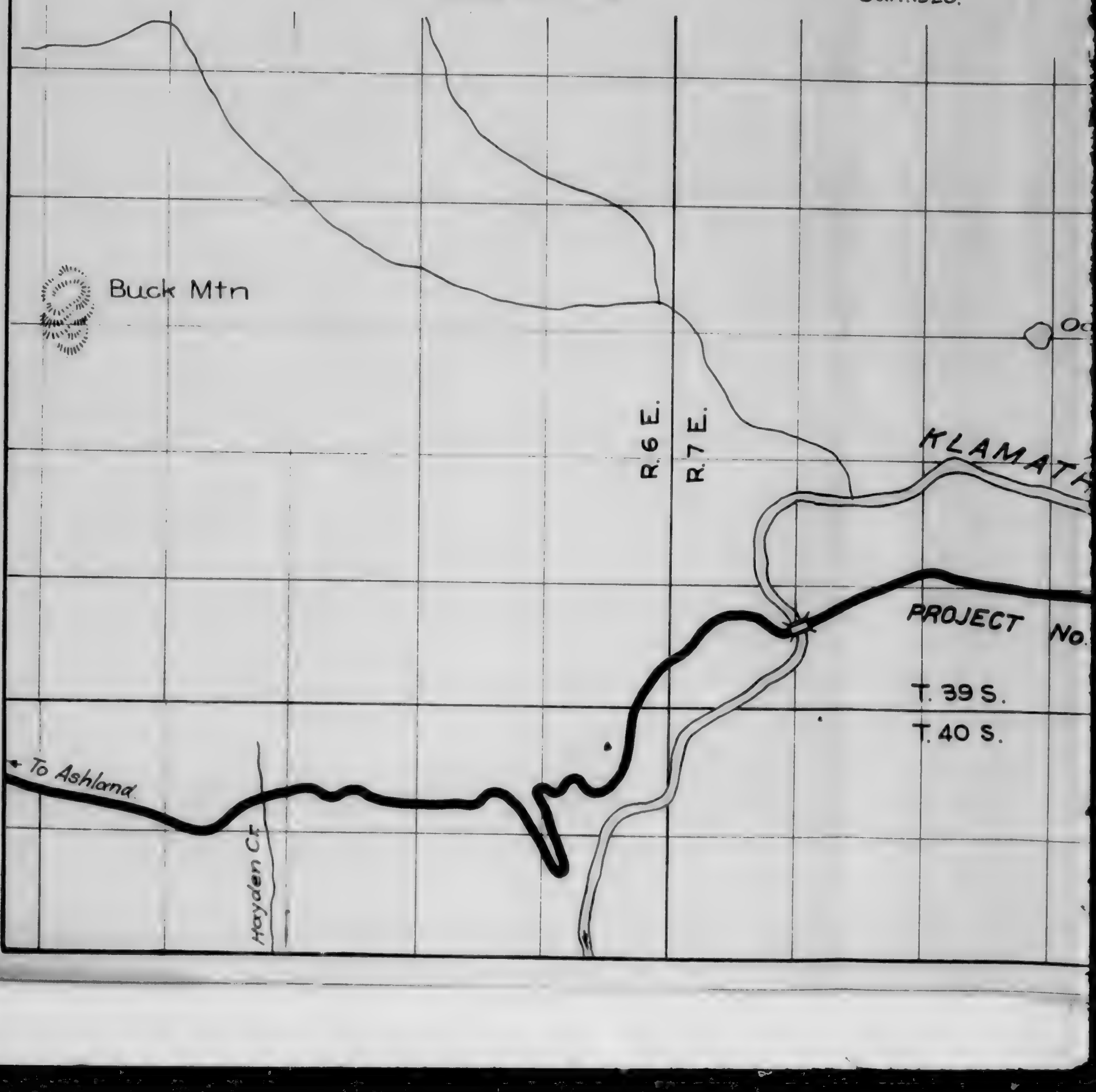
ASHLAND - KLAMATH FALLS HIGHWAY

KENO - KLAMATH FALLS SECTION

KLAMATH COUNTY

Scale 1in - 1 Mile

Jan. 1923.



LEGEND

Completed Improvements

Federal Aid Project

No. 93

WAY

TION

3.

END

R.7 E.

R.8 E.

Quarry Site
Sta. 400

Oatman Lake

BEGINNING OF PROJECT
Sta. 0+00

KLAMATH

RIVER

Quarry Site
Sta. 215

KLAMATH

OJECT No. 84

Quarry Site
Sta. 35

39 S.

40 S.

KENO

LEGEND

Completed Improvements

Federal Aid Project

KLAMATH FALLS
Pop 4801

City Limits

Lake Ewauna

END OF PROJECT
Sta. 574+10

R.8E.

R.9E.

Quarry Site
Sta. 400

RIVER

TEXUM

Quarry Site
Sta. 215

KLAMATH

Island

SOU PAC R.R.

MIDLAND

CONTRACT #630,

SEE:

CONTRACT #607

630 SEE: Contrast 27

CONTRACT #630, 632

CONTRACT #630, 632

PR 89 Tygh Grade. Sec. 1923-1925

630,632

PR 89 Tygh Grade. Sec. 1923-1925
630,632

66 66 89-18

September 23, 1925.

Hartford Accident & Indemnity Company,
c/o W. A. Lambert & Sons, Agents,
404 E. Alder Street,
Portland, Oregon.

Gentlemen:

Herewith enclosed please find copy of notice of claim which has been filed in the office of the Secretary of State, it being the claim of the E. I. Du Pont De Nemours Company for materials furnished Elliott, Scoggin & Paquet in the sum of $6,729.27 in connection with their contract for the grading of the Eagle Creek Section of The Dalles-California Highway.

This notice is sent you at the request of the Secretary of State as you appear as surety on the bond furnished by Elliott, Scoggin & Paquet in this instance.

Very truly yours,

ROY A. KLEIH,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LK
Encl.

September 25, 1925.

Elliott, Scoggin & Pagnot,
McKay Building,
Portland, Oregon.

Gentlemen:

Herewith enclosed please find copy of notice of the claim which has been filed in the office of the Secretary of State, it being the claim of E. I. De Pont De Nemours & Company for materials furnished you in the sum of $3,729.17 in connection with your contract for the grading of the Tygh Grade Section of The Dalles-California Highway.

This notice is being mailed to you at the request of the Secretary of State.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:M
Encl.

DF #630-

September 23, 1925.

Mr. Sam A. Kozer,
Secretary of State,
B u i l d i n g.

Attention Mr. M. J. Mees, Filing Division.

Dear Sir:

We have for acknowledgment your letter of the 21st inst. enclosing three copies of notice of the claim of E. I. De Pont De Nemours & Company against Elliott, Scoggin & Paquet, it being for materials furnished in the sum of $2,720.17 in connection with their contract for the grading of the Tygh Grade Section of The Dalles-California Highway in Wasco County.

Complying with your request we are today forwarding copies of this notice to the contractor and surety on his bond.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By
E. E. Glaisyer,
Chief Clerk.

EEG:M

C. N. LAUGHRIGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

September 21, 1925.

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received from Mr. C. O. Fenlason, Attorney-at-Law, Suite 407-9, United States National Bank Building, Portland, Oregon, and filed as of September 15, 1925, a notice of claim by E. I. Du Pont De Namours & Company for materials in the sum of $2,729.17, together with interest at 6% per annum from July 17, 1924, against the bond taken from Elliott, Scoggin & Paquet as principal and the Hartford Accident and Indemnity Company as surety, for grading roadway in the Tygh Grade section of The Dalles-California Highway in Wasco County, Oregon,

We are enclosing a copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract, and one to the surety.

Kindly acknowledgemreceipt of the copies and oblige,

Very truly yours,

FILING DIVISION,

By N. J Sias

H. B. G.

H/L

NOTICE OF CLAIM

TO: THE STATE OF OREGON; THE OREGON STATE HIGHWAY COMMISSION, SALEM; ELLIOTT SCOGGIN & PAQUET, PORTLAND, OREGON, HARTFORD ACCIDENT AND INDEMNITY COMPANY, PORTLAND, OREGON.

NOTICE IS HEREBY GIVEN that the undersigned, the E. I. DU PONT DE NEMOURS & CO., a corporation, has a claim for materials consisting of explosives, blasting powder, fuses and similar material in the sum of $2,729.17, with interest thereon at the rate of 6% per annum from the 17th day of July, 1924, against the bond taken from Elliott, Scoggin & Paquet, a co-partnership, as principal, and the Hartford Accident and Indemnity Company, a corporation, as surety, for the work of grading 6.0 miles of roadway in the Tygh Grade Section of The Dalles-California Highway, in Wasco County, Oregon.

IN WITNESS WHEREOF, the said E. I. DU PONT DE NEMOURS & COMPANY, a corporation, has caused these presents to be signed by its manager thereunto duly authorized this 14th day of Sept., 1925.

E. I. DU PONT DE NEMOURS & COMPANY

BY

J. F. KRAFSIC
Manager.

ENDORSED:

File No. 480
Notice of Claim of E.I. DU PONT DE NEMOURS & COMPANY

IN RE: Contract No. 630, Project No. 694, awarded to ELLIOTT SCOGGIN & PAQUET, Feb. 6th, 1923, for grading on the Tygh Grade Section of the Dalles-California Highway, in Wasco County, Oregon.
RECEIVED: SECRETARY OF STATE, Sep 15-1925, SAM A. KOZER
Filed: Sep 15 1925, SAM A. KOZER, Secretary of State.

#630-33 Gn
#632-33 Gn

0959

June 6, 1925.

Mr. Oscar Furuset,
Attorney at Law,
605 Title & Trust Building,
Portland, Oregon.

Dear Sir:

We acknowledge receipt of your letter of the 5th inst. enclosing a copy of the order of dismissal entered in the case of the Bank of Kenton vs. Elliott, Scoggin & Paquet.

In so far as this particular attachment is concerned the monies due Elliott, Scoggin & Paquet will be released.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

OSCAR FURUSET
ATTORNEY AT LAW
608 TITLE AND TRUST BUILDING
PORTLAND, OREGON

June 5, 1925.

Roy A. Klein,
Secretary and Engineer,
State Highway Commission,
Salem, Oregon.

Dear Sir:

I am sending you herewith copy of the Order of Dismissal entered today in the case of Bank of Kenton, Plaintiff, vs. W.C. Elliott and George Scoggin, Partners doing business under the firm name of Elliott & Scoggin, Defendants, which case has been pending in the Circuit Court of the State of Oregon for Multnomah County, in which that case has been dismissed and the moneys attached in your possession released, and this will constitute your authority to release those moneys from the attachment and garnishment entered in that action.

Yours very truly,

Oscar Furuset

Attorney for Plaintiff.

OF-w

Mr Kleiner advises ok to release -
HBB/
Case settled admin Mr Kleiner later
requests not to release warrants
act claim of Ind Acc Com pending -
release in 2 or 3 days

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MULTNOMAH.

BANK OF KENTON, a corporation,)

Plaintiff,)

-vs-) No. L-1087
ORDER OF DISMISSAL.

W. C. ELLIOTT and GEORGE SCOGGIN,)
Partners doing business under the
firm name of ELLIOTT & SCOGGIN,)

Defendants.)

The above entitled action having come on to be heard before the Court upon the motion of plaintiff appearing by Oscar Furuset, its attorney, for judgment on voluntary non-suit herein and the defendants having made no appearance herein,

IT IS NOW, THEREFORE, ORDERED that judgment of voluntary non-suit be and the same is hereby entered in this action and that the moneys held under writ of attachment in the hands of the State Highway Commission be and the same are hereby ordered released and that this action be dismissed without costs and without prejudice to either party.

Dated at Portland, Oregon, this 5th day of June, 1925.

Geo. Tazwell

Judge.

March 31, 1925.

Hartford Accident & Indemnity Company,
A. W. Lambert & Sons, Agents,
404 East Alder Street,
Portland, Oregon.

Gentlemen:

Please be advised that it is the intention of the State Highway Commission to make final payment to Elliott, Scoggin & Paquet on contract No. 650, for the construction of the Tygh Grade Section of the Dalles-California Highway in Wasco County. This payment will be made on or after April 10th, 1925.

Kindly acknowledge receipt of this letter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

0959

Tygh Grade
Grading

Perkins & Bailey, Attorneys,
Board of Trade Bldg.,
Portland, Oregon.

March 28, 1925

Gentlemen:

To supply you with the information requested in your letter of March 26th, we are sending to you herewith a copy of those portions of the final estimates for the Tygh Grade and Tygh Valley grading contracts, which apply to work within the station limits mentioned in your letter.

We have not attempted to segregate the quantities to exactly accord with the units stated in your letter as such a segregation would involve considerable work, and it does not appear to us that such a segregation would serve any useful purpose.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

SHP L
Enc.

cc

Form No. 23—23864—5M—3-24-8

OREGON
STATE HIGHWAY DEPARTMENT
SALEM, OREGON

MONTHLY ESTIMATE

Contract No..... Estimate No.....

Job Prefix No.....

Fed. Aid Proj. No. .....

Work done to ....., 19.....

Kind of work .....
(Grading, Macadamizing, Paving)

Section .....

Highway .....

County .....

Contractor .....

Work begun ....., 19.....

Work completed ....., 19.....

Correct .....
Resident Engineer

Approved .....

INSTRUCTIONS

Submission of Estimates:

Monthly estimates shall be prepared and submitted upon dates established by the Office Engineer for each particular job. The number of copies to be prepared shall be five when the work is Federal Aid work, and four for all other work. The Resident Engineer shall retain one copy, forwarding all other copies to the Division Office. The Division Office will retain one copy, forwarding the remaining copies to the Salem Office. One copy will be retained by the Salem Office, one forwarded to the contractor and on Federal Aid Projects, one forwarded to the Office of Public Roads. In cases where the Division Engineer has his headquarters in Salem, the copy for the Division Engineer's Office may be omitted.

Copies of Monthly Estimates furnished contractors will not be considered official unless submitted through the division and Salem Offices.

Preparation of Estimates:

Show quantities in detail; split the work up into units which will be readily recognized by the Division Engineer and contractor to enable them to check up the estimate in a general way to see that all work done is included. List each culvert by itself, showing the excavation, pipe, concrete, steel, etc., entering into its construction. Show clearing and grubbing as a percentage of the total amount for the job. For this one item, do not split your work into sections, as payment must be made as a percentage of the whole. Head columns clearly listing items in the order in which they are shown in the specifications, using the item names as given therein. List plain concrete pipe as "Plain Concrete Pipe," and reinforced concrete pipe as "Reinforced Concrete Pipe," not simply "Concrete Pipe" or "Culvert Pipe." State sizes and give units of measurement. Mark decimal points distinctly.

Quantities to be shown on estimates are total quantities to the date of the estimate, not simply the quantities moved since the last previous estimate.

Allowances for Material on Hand:

The contractor will be allowed payment upon materials delivered upon the work, and as a basis for such payment, the Resident Engineer will show in the place provided on the estimate form the amounts of materials actually on hand at the date of the estimate. Only non-perishable materials entering into construction, which materials have been purchased direct by the contractor, shall be listed Fuel, equipment, contractor's supplies and materials of similar nature should not be included. Neither should materials furnished to the contractor by the State or County.

List on each estimate the quantities actually on hand at the date of the estitmate, and not yet incorporated in the work, regardless of any previous estimates. These quantities are not cumulative and have no relation to each other from month to month.

Advances on materials are intended to cover only the larger items, and Resident Engineers should not list materials on hand unless they represent a value of at least $500.00.

In estimating the unit prices to be applied to the various items allow 90 per cent of the unit cost to the contractor; provided, however, that on items on which there is a bid unit price, or materials which the State offered to furnish at a guaranteed price, the contractor shall not be allowed more than 90 per cent of such unit price or guaranteed price, regardless of the cost to him.

Statement of Materials Furnished Contractors:

If the State or County is furnishing the contractor materials for any part of his work, the Resident Engineer will keep track of and show in the proper place on his estimate sheets the amounts of such materials delivered upon the work and the amounts incorporated in the work. Deductions for materials furnished will be made from the payments to the contractor, as the materials are incorporated in the work.

If for any reason, the same class of material is furnished the contractor at more than one unit price, separate quantities should be shown for the material at each price.

Form No. 11—2004

STATE HI[GHWAY] ... SA...

MONTH...

Contract No. ...

Job Prefix No. ...

Fed. Aid Proj. N...

Work done to ...

Kind of work ...

Section ...

Highway ...

County ...

Contractor ...

Work begun ...

Work completed ...

Correct ...

Approved ...

STATEMENT OF CONSTRUCTION MATERIALS ON HAND

Item	Unit	Allowable Unit Price	Quantity	Amount
			Total	

STATEMENT OF MATERIALS FURNISHED TO CONTRACTOR

Item	Unit	Total Quantity Received	Total Quantity on Hand	Total Quantity Transferred to Other Work	Total Quantity to Be Deducted to Date

Explanation of transfers ...

...

We represent Logan Brothers, ...
this work, and are anxious to get this information.

Very truly yours,

Perkins & Bailey

JOB:NS

	MILE	STATION TO STATION		CLEARING AND GRUBBING Per Cent Complete	COMMON EXCAVATION Cu. Yds.	INTER-MEDIATE EXCAVATION Cu. Yds.	SOLID ROCK EXCAVATION Cu. Yds.	OVERHAUL Cu. Yds. Sta.	Corr. Galv. Iron 12"	Corr. Galv. Iron 18"
									Lines	
1		486-00			9.1	2.2	7.2		46	
2		486-00	490-00		1378.7	457.1	1756.8			
3		490-00	493-23		15.1	1271.8	236.0			
4		493-50			7.2				32	
5		493-50			4.7					42
6										
7										
8										
9										
10		681-75	686-50		8.2		8.2			
11		686-50	690-50		314.6		314.7	1875		
12		686-50			29.8		21.8			
13		690-50	694-70		1554.4		1540.4			
14		694-00	696-00		856.0					
15		696-00	699-82		832.3		832.5	500		
16		696-00			17.9					
17		699-82	703-00		176.5			150		
18		693-50	701-80		551.0					
19		701-00			3.4					40
20		703-00	707-00		1282.5					
21		703-95			24.9					
22										
23										
24										
25										
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27										
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40										
		Total Quantities to Date								
		Quantities Previously Estimated								
		Quantities Handled Since Last Estimate								

	SOLID ROCK EXCAVATION	OVERHAUL	Corr. Galv. Iron Pipe				Concrete		Metal	
	Cu. Yds.	Cu. Yds. Sta.	12"	18"	24"	36"	Class A	Class C	Reinforce.	
			Lineal Feet				Cu. Yds.		lbs.	
	9.2		48					0.80		1
1	1786.0									2
	290.0									3
			32					0.80		4
				42				1.50		5
										6
										7
										8
										9
	8.3									10
	514.7	1875								11
	21.8				36			2.95		12
	1540.4									13
										14
	832.8	200								15
						32		4.48		16
		150								17
										18
				40				1.50		19
										20
						32		4.48		21
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										40

NAMES OF SUB-CONTRACTORS OR OTHER PARTY PERFORMING WORK

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Total Quantities to Date

Quantities Previously Estimated

Quantities Handled Since Last Estimate

Explanation

Form No. 23—2304—6K—6-4.

OREGON

STATE HIGHWAY DEPARTMENT

SALEM, OREGON

INSTRUCTIONS

Submission of Estimates:

Monthly estimates shall be prepared and submitted upon dates established by the Office Engineer for each particular job. The number of copies to be prepared shall be five when the work is Federal Aid work, and four for all other work. The Resident Engineer shall retain one copy, forwarding all other copies to the Division Office. The Division Office will retain one copy, forwarding the remaining copies to the Salem Office. One copy will be retained by the Salem Office, the remainder to be forwarded to the contractor and on Federal Aid Projects, one forwarded to the [illegible] Division Engineer.

	MILE	STATION TO STATION		CLEARING AND GRUBBING Per Cent Complete	COMMON EXCAVATION Cu. Yds.	INTER-MEDIATE EXCAVATION Cu. Yds.	SOLID ROCK EXCAVATION Cu. Yds.	OVERHAUL Cu. Yds. Sta.	Culv. 12"	Culv. 18"
										Lin. Ft.
1		385-80	391-00		378.2					
2		390-00	392-50		431.9		106.1	110		
3		392-50	394-50		102.1		419.7			
4		394-50	398-00		317.2	39.4	178.5			
5		395-50			2.7				40	
6		399-00	407-12			358.7	1385.0	120		
7		402-50				16.0				
8		406-00			1.6					34
9		408-50	414-74		154.2		4140.2	6025		
10		409-50			4.7				30	
11		416-30				6.9				
12		417-33	420-10				2445.4			
13		420-60				3.5				
14		421-40	425-00		689.1		185.6			74
15		425-00				5.2			32	
16		425-00	430-00		285.5	285.4	589.4	20		
17		430-00	434-00		104.5		944.9			
18		434-16				1.8	4.0		28	
19		434-00	437-30				3128.8	1975		
20		437-68			178.5					
21		439-00	449-00		144.5		1337.4			
22		448-85				2.1			30	
23		449-00	455-00			57.4	251.6			
24		453-00	458-00		476.2					
25		455-00	459-50		302.9	513.2	210.4			
26		455-50				6.3			30	
27		459-50	463-50			308.4	2790.3	30		
28		459-86				2.2	11.0		36	
29		463-50	467-50		489.3	500.4	248.4			
30		464-00			2.2		3.2		32	
31		466-65			2.2	4.0			32	
32		467-50	469-50		425.8	319.4	326.8			
33		473-50			1.0	10.8				90
34		469-50	473-50				2773.5	135		
35		473-50	476-00		279.5		419.3			
36		476-00	478-50		369.7		92.4			
37		477-40			2.2	5.3			32	
38		478-50	481-65				2362.3	795		
39		482-00			13.7				42	
40		483-18	486-00		271.4	281.6	1915.3	50		

(Cattle Pass to be paid

Total Quantities to Date

Quantities Previously Estimated

Quantities Handled Since Last Estimate

SOLID ROCK EXCAVATION	OVERHAUL	Corr'd.	Galv'd.	Iron	Pipe	Concrete		Total	
Cu. Yds.	Cu. Yds. Sta.	12"	18"	24"	36"	Class A	Class C	Reinforce	
		Lineal Feet				Cu. Yds.	Cu. Yds.	Lbs.	
106.1	110								1
419.7									2
174.5									3
		40							4
1385.0	120						0.80		5
				32					6
			34				[illegible]		7
4140.2	6025						1.50		8
		30							9
							0.80		10
				82					11
2445.4							2.93		12
			74						13
185.6	[illegible]						1.50		14
		32							15
589.4	30						0.80		16
944.9									17
4.0									18
[illegible]	1975						0.80		19
		[Cattle Pass to be Paid for 100% by Pasco County]				47.90		5435	20
1337.4									21
		33					0.80		22
251.6									23
									24
210.4									25
		30					0.80		26
2790.3	[illegible]								27
11.0		36					0.80		28
348.4									29
3.1		32					0.80		30
		32					0.80		31
[illegible]									32
			90				1.50		33
2775.5	135								34
419.3									35
92.4									36
	[illegible]	32					0.80		37
[illegible]	795								38
		42					0.40 ~~0.80~~		39
1915.3	50								40

Form No. 23—IIM4—5M—3-24.

OREGON
STATE HIGHWAY DEPARTMENT
SALEM, OREGON

MONTHLY ESTIMATE

Contract No..... Estimate No.....

Job Prefix No.....

Fed. Aid Proj. No. .....

Work done to ....., 19.....

Kind of work .....
(Grading, Macadamizing, Paving)

Section .....

Highway .....

County .....

Contractor .....

Work begun ....., 19.....

Work completed ....., 19.....

Correct .....
Resident Engineer.

Approved .....

STATEMENT OF CONSTRUCTION MATERIALS ON HAND

Item	Unit	Allowable Unit Price	Quantity	Amount

		NAMES OF SUB-CONTRACTORS OR OTHER PARTY PERFORMING WORK
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
	Total Quantities to Date	
	Quantities Previously Estimated	
	Quantities Handled Since Last Estimate	

GEORGE J. PERKINS
JOHN O. BAILEY

PERKINS & BAILEY
ATTORNEYS AND COUNSELLORS
BOARD OF TRADE BUILDING
PORTLAND, OREGON

March 26th, 1925.

State Highway Engineer,
Salem, Ore.

Dear Sir:

Would you please furnish us a final estimate on that portion of the Tygh Valley Section and Tygh Grade Section of The Dalles-California Highway covered by the contract between the State Highway Commission and Elliott, Scoggin & Patuet, as hereinafter designated.

We have what purports to be a statement rendered February 10th, 1924, by J. E. Peck, but it does not purport to be the final statement, and in this statement the stations are grouped as follows:

Sta.		to	Sta.	
390			400	
400			410	
421			430	
430			434	
434			437	50
440			450	
450			460	
460			470	
470			482	
487			493	50
685			691	50
691	50		695	0
700			705	

We would like to have you give us the actual amount of work done on the road covered by the station, grouping the mountain work according to the estimate furnished on February 10th.

We represent Logan Brothers, who are sub-contractors on this work, and are anxious to get this information.

Very truly yours,

JOB:NS

Perkins & Bailey

FR 69

February 17, 1925

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Gentlemen:

In accordance with the request in your letter of the 16th instant, we are enclosing herewith four copies of certificate to the effect that no liquidated damages have been collected on the contract for grading for the Tygh Grade Section, Oregon Project No. 69.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

Dict. by J. W. DeCoursey
Enc.

GS

UNITED STATES DEPARTMENT OF AGRICULTURE,
BUREAU OF PUBLIC ROADS,
DISTRICT No. 1.

YOUR REPLY PLEASE
REFER TO FILE No. .....

POST OFFICE BUILDING,
PORTLAND, OREG.

February 16, 1925.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Receipt is acknowledged of final voucher covering work performed on Federal aid No.89, Tygh Grade Section of The Dalles-California Highway.

It is noted the construction of this project overran the time limit by more than a year, and that no liquidated damage clause is inserted with the final voucher. Providing damages were collected, it will be necessary to show on voucher, and if none were collected, the voucher should be supported with a copy of the clause above referred to.

Very truly yours,

C. H. Carroll
District Engineer.

—

89-89

January 14, 1926.

Hartford Accident & Indemnity Company,
c/o A. W. Lambert & Son,
404 E. Alder Street,
Portland, Oregon.

Gentlemen:

Herewith enclosed please find certified copy of notice of claim of John Michailoff in amount $1,010 which notice has been filed in the office of the Secretary of State and is for services rendered in connection with the contract of Elliott, Scoggin & Paquet for the grading of the Tygh Grade Section.

This notice is being forwarded to you at the request of the Secretary of State as you appear as surety on the bond furnished by Elliott, Scoggin & Paquet in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM
Encl.

cc. Elliott, Scoggin & Paquet, McKay Building, Portland, Oregon.

#6m-533-Pm

January 14, 1925.

Mr. Sam A. Kozer,
Secretary of State,
B u i l d i n g.

Attention Mr. M. J. Hess, Filing Division.

Dear Sir:

We wish to acknowledge receipt of your letter of the 12th inst. enclosing three certified copies of notice of claim of John Michailoff against Elliott, Scoggin & Paquet in connection with their contract for the construction of the Tygh Grade Section of The Dalles-California Highway.

Complying with your request we are today forwarding copies of this notice to the contractor and surety on his bond.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

C. N. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

January 12, 1925.

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H.B.Glaisyer, Chief Clerk)

This is to advise that we received from Mr. G. F. Alexander, Atty., 1024 Board of Trade Bldg., Portland, Oregon, and filed as of this date, an amended notice of claim by John Michailoff for services rendered in the sum of $1,010.00 against the bond taken from Elliott, Scoggin & Paquet as principals and the Hartford Accident & Indemnity Company as surety, for the work of grading the Tygh Grade Section of The Dalles-California Highway in Wasco County, Oregon.

We are enclosing a certified copy of this amended notice of claim for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

FILING DIVISION,

By M. J. Haas

ACKNOWLEDGED
H. B. G.

B.

NOTICE OF CLAIM

To the State of Oregon, and
The State Highway Commission of the State of Oregon:

Notice is hereby given that the undersigned, John Michailoff, has a claim for labor and services performed for superintendence, organizing crew and services in connection therewith on the Tygh Grade Section of The Dalles-California Highway between Stations 782 50 and Stations 824 50 in the sum of $1,010.00 against the bond taken from Elliott, Scoggin & Paquet, a co-partnership, consisting of W. C. Elliott, Geo. Scoggin and J. D. Paquet, as principals, and Hartford Accident & Indemnity Company, a corporation, organized and existing under the laws of the State of Connecticut, and authorized to transact surety business in the State of Oregon, as surety, for the work of grading the Tygh Grade Section of The Dalles-California Highway in Wasco County, Oregon, in compliance with the terms, conditions and provisions of that certain contract made and entered into on the 6th day of February, 1923, by and between said Elliott, Scoggin & Paquet and the State of Oregon by the State Highway Commission of said State.

That the claim of the undersigned is based upon a contract between himself and said Elliott, Scoggin & Paquet, under and by virtue of which he was to receive for superintendence, organizing crew and services in connection therewith the sum of 5¢ per cubic yard for all rock excavation covered by John Michailoff & Co. contract, as per estimates furnished by the engineer in charge of the Tygh Grade Section of The Dalles-California Highway between the stations above named, the above 5¢ per cubic yard to be paid to John Michailoff in addition to the compensation and price as shown in John Michailoff & Co. contract covering said section.

That said contract between John Michailoff and said Elliott, Scoggin & Paquet has been fully performed by said John Michailoff, and that 36,200.4 cubic yards of solid rock excavation was done and performed under his said contract as per estimates furnished by the engineer in charge of said work, whereby the said John Michailoff became and is entitled to receive from said Elliott, Scoggin & Paquet 5¢ per cubic yard therefor or $1810.00; that John Michailoff has been paid by said Elliott, Scoggin & Paquet the sum of $800.00 on account thereof, and there is now past due, owing and unpaid thereon to the undersigned by said Elliott, Scoggin & Paquet the sum of $1,010.00 after deducting all just credits and offsets.

Dated at Portland, Oregon, this 3rd day of January, 1925.

JOHN MICHAILOFF

STATE OF OREGON,)
: ss.
County of Multnomah)

I, John Michailoff, the claimant named in the foregoing claim and notice, and who subscribed the same, being first duly sworn, say that I know the contents thereof, and that the same is in all respects correct and true, and contains a true statement of claimant's demands and amounts due after deducting all just credits and offsets.

JOHN MICHAILOFF

Subscribed and sworn to before me this 3rd day of January, 1925.

(Seal)

G. F. Alexander

NOTICE OF CLAIM

To the State of Oregon, and
The State Highway Commission of the State of Oregon:

Notice is hereby given that the undersigned, John Michailoff, has a claim for labor and services performed for superintendence, organizing crew and services in connection therewith on the Tygh Grade Section of The Dalles-California Highway between Stations 782 50 and Stations 824 50 in the sum of $1,010.00 against the bond taken from Elliott, Scoggin & Paquet, a co-partnership, consisting of W. C. Elliott, Geo. Scoggin and J. D. Paquet, as principals, and Hartford Accident & Indemnity Company, a corporation, organized and existing under the laws of the State of Connecticut, and authorized to transact surety business in the State of Oregon, as surety, for the work of grading the Tygh Grade Section of The Dalles-California Highway in Wasco County, Oregon, in compliance with the terms, conditions and provisions of that certain contract made and entered into on the 6th day of February, 1923, by and between said Elliott, Scoggin & Paquet and the State of Oregon by the State Highway Commission of said State.

That the claim of the undersigned is based upon a contract between himself and said Elliott, Scoggin & Paquet, under and by virtue of which he was to receive for superintendence, organizing crew and services in connection therewith the sum of 5¢ per cubic yard for all rock excavation covered by John Michailoff & Co. contract, as per estimates furnished by the engineer in charge of the Tygh Grade Section of The Dalles-California Highway between the stations above named, the above 5¢ per cubic yard to be paid to John Michailoff in addition to the compensation and price as shown in John Michailoff & Co. contract covering said section.

That said contract between John Michailoff and said Elliott, Scoggin & Paquet has been fully performed by said John Michailoff, and that 36,200.4 cubic yards of solid rock excavation was done and performed under his said contract as per estimates furnished by the engineer in charge of said work, whereby the said John Michailoff became and is entitled to receive from said Elliott, Scoggin & Paquet 5¢ per cubic yard therefor or $1810.00; that John Michailoff has been paid by said Elliott, Scoggin & Paquet the sum of $800.00 on account thereof, and there is now past due, owing and unpaid thereon to the undersigned by said Elliott, Scoggin & Paquet the sum of $1,010.00 after deducting all just credits and offsets.

Dated at Portland, Oregon, this 3rd day of January, 1925.

JOHN MICHAILOFF

STATE OF OREGON,)
: ss.
County of Multnomah)

I, John Michailoff, the claimant named in the foregoing claim and notice, and who subscribed the same, being first duly sworn, say that I know the contents thereof, and that the same is in all respects correct and true, and contains a true statement of claimant's demands and amounts due after deducting all just credits and offsets.

JOHN MICHAILOFF

Subscribed and sworn to before me this 3rd day of January, 1925.

(Seal)

G. F. Alexander
My commission expires Jany 12, 1925.

ENDORSED:

File No. 460
Filed Jan. 12, 1925, SAM A. KOZER, Secretary of State.

E.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim of John Michailoff for services rendered in the sum of $1,010.00 against the bond taken from Elliott, Scoggin & Paquet as principals and the Hartford Accident & Indemnity Company as surety, for the work of grading the Tygh Grade Section of The Dalles-California Highway in Wasco County, Oregon, with the original notice of claim filed in the office of the Secretary of State on January 12, 1925, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with the endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 12th day of January, A. D. 1925.

Sam A. Kozer

Secretary of State.

By _____

Deputy.

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim of John Michailoff for services rendered in the sum of $1,010.00 against the bond taken from Elliott, Scoggin & Paquet as principals and the Hartford Accident & Indemnity Company as surety, for the work of grading the Tygh Grade Section of The Dalles-California Highway in Wasco County, Oregon, with the original notice of claim filed in the office of the Secretary of State on January 12, 1925, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with the endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 12th day of January, A. D. 1925.

Sam A. Kozer

Secretary of State.

By _____

Deputy.

MC #63 MC 33-J-59

January 18th, 1925.

Mr. G. F. Alexander,
Attorney and Counsellor,
1024 Board of Trade Building,
Portland, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of the 10th instant, enclosing certified notice of claim of John Michailoff against Elliott, Scoggin & Paquet and the Hartford Accident & Indemnity Company, and requesting that we send you an amended certificate which will include both contract and bond.

In reply will say that we will be glad to comply with your request for the amended certificate if you will return the contract to us so that we can make the insertion here.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:ER

RESIDENCE-TABOR 3638

GEO. F. ALEXANDER
ATTORNEY AND COUNSELLOR
1024 BOARD OF TRADE BUILDING
PORTLAND, OREGON

January 10, 1925.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

I enclose herewith verified Notice of Claim of John Michailoff against the bond of Elliott, Scoggin & Paquet as principals, and Hartford Accident & Indemnity Company as surety, for work done by him under contract with the above mentioned firm on the Tygh Grade Section of The Dalles-California Highway.

I do this for the reason that I find from an examination of my files the affidavit to the Notice of Claim previously filed was through some inadvertence omitted.

I have previously filed Notice of Claim for this party and you have sent me copy of the contract and bond of Elliott, Scoggin & Paquet, certified by Mr. H. G. Glaisyer, Chief Clerk, to be a true and correct copy of said contract and the whole thereof, but said certificate does not include the bond taken in conjunction with said contract. I wish therefore that you would send me an amended certificate covering both the contract and bond, and greatly oblige

Very truly yours,

GFA:NF
Enc.

ANSWERED
H B. G.

NOTICE OF CLAIM

To the State of Oregon, and
The State Highway Commission of the State of Oregon:

Notice is hereby given that the undersigned, John Michailoff, has a claim for labor and services performed for superintendence, organizing crew and services in connection therewith on the Tygh Grade Section of The Dalles-California Highway between Stations 782+50 and Stations 824+50 in the sum of $1,010.00 against the bond taken from Elliott, Scoggin & Paquet, a co-partnership, consisting of W. C. Elliott, Geo. Scoggin and J. D. Paquet, as principals, and Hartford Accident & Indemnity Company, a corporation, organized and existing under the laws of the State of Connecticut, and authorized to transact surety business in the State of Oregon, as surety, for the work of grading the Tygh Grade Section of The Dalles-California Highway in Wasco County, Oregon, in compliance with the terms, conditions and provisions of that certain contract made and entered into on the 6th day of February, 1923, by and between said Elliott, Scoggin & Paquet and the State of Oregon by the State Highway Commission of said State.

That the claim of the undersigned is based upon a contract between himself and said Elliott, Scoggin & Paquet, under and by virtue of which he was to receive for superintendence, organizing crew and services in connection therewith the sum of 5¢ per cubic yard for all rock excavation covered by John Michailoff & Co. contract, as per estimates furnished by the engineer in charge of the Tygh Grade Section of The Dalles-California Highway between the stations above named, the above 5¢ per cubic yard to be paid to John Michailoff in addition to the compensation and price as shown in John Michailoff & Co. contract covering said section.

That said contract between John Michailoff and said Elliott, Scoggin & Paquet has been fully performed by said John Michailoff, and that 36,200.4 cubic yards of solid rock excavation was done and performed under his said contract as per estimates furnished by the engineer in charge of said work, whereby the said John Michailoff became and is entitled to receive from said Elliott, Scoggin & Paquet 5¢ per cubic yard therefor or $1810.00; that John Michailoff has been paid by said Elliott, Scoggin & Paquet the sum of $800.00 on account thereof, and there is now past due, owing and unpaid thereon to the undersigned by said Elliott, Scoggin & Paquet the sum of $1,010.00 after deducting all just credits and offsets.

Dated at Portland, Oregon, this 3rd day of January, 1925.

John Michailoff

STATE OF OREGON,)
: ss.
County of Multnomah.)

I, John Michailoff, the claimant named in the foregoing claim and notice, and who subscribed the same, being first duly sworn, say that I know the contents thereof, and that the same is in all respects correct and true, and contains a true statement of claimant's demands and amounts due after deducting all just credits and offsets.

John Michailoff

Subscribed and sworn to before me this 31st day of January, 1925.

Notary Public for Oregon.

My commission expires July 17, 1925.

FORM 2A 99270 10M-12-24

WILLIAM DUBY, BAKER,
H. B. VAN DUZER, PORTLAND
W. M. MALONE, CORVALLIS
} COMMISSIONERS

09-89

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

IN YOUR REPLY PLEASE

REFER TO FILE NO.

The Dalles-Oregon
December 31, 1924

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Attention E. A. Skelley

Dear Sir:

In reply to your letter of December 18th, regarding map missing from final records for the Tygh Grade section, will state that this map was overlooked in packing and is being forwarded to you today by express.

Yours very truly,

C. W. Wanzer
Division Engineer

By H N Hackett
Office Engineer

HNH-vc

RECEIVED
JAN 2 1925
OREGON
STATE HIGHWAY COMMISSION

00259

December 18, 1924

Mr. C. W. Wanzer
Division Engineer
The Dalles, Oregon

Dear Sir:

We have received from your office recently, the final records for grading of the Tygh Grade Section.

Among the items listed in the letter of transmittal was "Map, Tygh Valley Tygh Grade Sections." This map was not received and would like to have you locate it if possible.

We are in no particular rush for this map but wish to check up on it for fear of it becoming lost.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer

By_____

H. A. Skelly
Chief Draftsman.

#630-330 Sm 0099 F9

December 12, 1924.

Hartford Accident & Indemnity Company,
A. W. Lambert & Son, Agents,
404 East Alder St.,
Portland, Oregon.

Gentlemen:

Please be advised that it is the intention of the State Highway Commission to make semi-final payment to Elliott, Scoggin & Paquet on contract No. 630 for the construction of the Tygh Grade Section of the Dalles-California Highway in Wasco County. This payment will be made on or after December 22nd, 1924.

Kindly acknowledge receipt of this letter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

QQ-89

December 8, 1924.

Elliott, Scoggin & Paquet,
McKay Building,
Portland, Oregon.

Gentlemen:

Herewith enclosed please find certified copy of notice of the claim which has been filed in the office of the Secretary of State by Mr. G. F. Alexander, Attorney, Portland, Oregon, for Mr. John Michaileff, it being for services rendered you in the sum of $1,010.00 in connection with your contract for the grading of the Tygh Grade Section of The Dalles-California Highway.

This copy is being forwarded to you at the reques of the Secretary of State.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM
Encl.

99-89

December 8, 1924.

Hartford Accident & Indemnity Company,
c/o A. W. Lambert & Son, Agents,
404 E. Alder Street,
Portland, Oregon.

Gentlemen:

Herewith enclosed please find certified copy of the notice of claim which has been filed in the office of the Secretary of State by Mr. G. F. Alexander, Attorney, Portland, Oregon, for Mr. John Michailoff which is his claim for services rendered Elliott, Scoggin & Paquet in connection with their contract for the grading of the Tygh Grade Section of The Dalles-California Highway.

This copy is being mailed to you at the request of the Secretary of State as you appear as surety on the bond furnished by Elliott, Scoggin & Paquet in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM
Encl.

#6[illegible] 330.3 [illegible]

December 8, 1924.

Mr. Sam A. Koser,
Secretary of State,
B u i l d i n g.

Attention Mr. H. J. Haas, Filing Division.

Dear Sir:

Receipt is acknowledged of your letter of the 4th inst. enclosing three certified copies of notice of the claim which has been filed in your office by Mr. C. F. Alexander, Attorney, Portland, Oregon, for Mr. John Michailoff for services rendered to Elliott, Scoggin & Paquet in connection with the grading of the Tygh Grade Section of The Dalles-California Highway in Wasco County. This claim amounts to $1,010.00.

Complying with your request we are today forwarding copies of this notice to the contractor and surety.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Gleisyer,
Chief Clerk.

HBG:LM

C. N. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

December 4, 1924.

RECEIVED
DEC 5 1924

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received from Mr. G. F. Alexander, Atty., 1024 Board of Trade Bldg., Portland, Oregon, and filed as of December 1, 1924, an amended notice of claim by John Michailoff for services rendered in the sum of $1,010.00 against the bond taken from Elliott, Scoggin & Paquet as principals and the Hartford Accident & Indemnity Company as surety, for the work of grading the Tygh Grade Section of The Dalles-California Highway in Wasco County, Oregon.

We are enclosing a certified copy of this amended notice of claim for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

FILING DIVISION,

By M. J. Haas

ANSWERED
H B.O

B.

NOTICE OF CLAIM

To the State of Oregon, and
The State Highway Commission of the State of Oregon:

Notice is hereby given that the undersigned, John Michailoff, has a claim for labor and services performed for superintendence, organizing crew and services in connection therewith on the Tygh Grade Section of The Dalles-California Highway between Stations 762+50 and Stations 824+50 in the sum of $1,010.00 against the bond taken from Elliott, Scoggin & Paquet, a co-partnership, consisting of W. C. Elliott, Geo. Scoggin and J. D. Paquet, as principals, and Hartford Accident & Indemnity Company, a corporation, organized and existing under the laws of the State of Connecticut, and authorized to transact surety business in the State of Oregon, as surety, for the work of grading the Tygh Grade Section of The Dalles-California Highway in Wasco County, Oregon, in compliance with the terms, conditions and provisions of that certain contract made and entered into on the 6th day of February, 1923, by and between said Elliott, Scoggin & Paquet and the State of Oregon by the State Highway Commission of said State.

That the claim of the undersigned is based upon a contract between himself and said Elliott, Scoggin & Paquet, under and by virtue of which he was to receive for superintendence, organizing crew and services in connection therewith the sum of 5¢ per cubic yard for all rock excavation covered by John Michailoff & Co. contract, as per estimates furnished by the engineer in charge of the Tygh Grade Section of The Dalles-California Highway between the stations above named, the above 5¢ per cubic yard to be paid to John Michailoff in addition to the compensation and price as shown in John Michailoff & Co. contract covering said section.

That said contract between John Michailoff and said Elliott, Scoggin & Paquet has been fully performed by said John Michailoff, and that 36,200.4 cubic yards of solid rock excavation was done and performed under his said contract as per estimates furnished by the engineer in charge of said work, whereby the said John Michailoff became and is entitled to receive from said Elliott, Scoggin & Paquet 5¢ per cubic yard therefor or $1810.00; that John Michailoff has been paid by said Elliott, Scoggin & Paquet the sum of $800.00 on account thereof, and there is now past due, owing and unpaid thereon to the undersigned by said Elliott, Scoggin & Paquet the sum of $1,010.00 after deducting all just credits and offsets.

Dated at Portland, Oregon, this 29th day of November, 1924.

JOHN MICHAILOFF

ENDORSED:

File No. 448
Filed Dec. 1, 1924, SAM A. KOZER, Secretary of State.

Secretary of State.

...States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim of John Michailoff for services rendered in the sum of $1,010.00 against the bond taken from Elliott, Scoggin & Paquet as principals and the Hartford Accident & Indemnity Company as surety, for the work of grading the Tygh Grade Section of The Dalles-California Highway in Wasco County, Oregon, with the original notice of claim filed in the office of the Secretary of State on December 1, 1924, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with the endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 4th day of December, A. D. 1924.

Sam A. Kozer

Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim of John Michailoff for services rendered in the sum of $1,010.00 against the bond taken from Elliott, Scoggin & Paquet as principals and the Hartford Accident & Indemnity Company as surety, for the work of grading the Tygh Grade Section of The Dalles-California Highway in Wasco County, Oregon, with the original notice of claim filed in the office of the Secretary of State on December 1, 1924, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with the endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 4th day of December, A. D. 1924.

Sam A. Kozer

Secretary of State.

By _____

Deputy.

OG-59

December 1, 1924.

Mr. Geo. F. Alexander,
Attorney at Counsellor,
1024 Board of Trade Building,
Portland, Oregon.

Dear Sir:

In reply to your letter of the 29th ult. relative to Elliott, Scoggin & Paquet's contract for the grading of the Tygh Grade Section of The Dalles-California Highway, will advise as follows:

Our resident engineer advises that this work was completed on August 26th. This is the date he uses on his semi-final estimate and the same will be used as the date of completion of the project and acceptance by the Highway Commission, unless he changes it on his final estimate which he will submit as soon as he has checked over the final field quantities.

Due to the fact that the dealings of this department are all confined to the original contractor in connection with any state highway contract, it is not possible for us to give you the date of completionof work performed by John Michailoff & Company, subcontractors. It is not our practice to accept any particular section of a project as complete until the project as a whole is completed, therefore, any work that has been done by John Michailoff & Company will bear the same date of completion and acceptance by the Highway Commission as the whole contractor.

Relative to estimates furnished by the engineer for rock excavation done by John Michailoff & Company, will say that we are not in a position to give you definite quantities. We can give you approximate quantities of work completed between stations 782+50 and 824+50 but they are not final quantities and may be changed when the engineer makes his final field calculations and this may again be changed when the check is made of all computations in this office.

Due to the fact that our dealings are all with the original contractor, we have no way of telling whether all of the work performed between the above mentioned stations was performed by John Michailoff

& Company or whether a part of the work was accomplished by other subcontractors, or by the original contractor himself. According to the semi-final estimate which we have at hand the quantities involved between the limits mentioned in your letter are as follows; Solid rock 36,200 cu. yds; overhaul 1000 station yards; 12" corrugated iron pipe 60 feet; 18" corrugated iron pipe 252 feet; Class "C" concrete 3.1 cu. yds.

As stated before these quantities are subject to correction by both the field engineer and by this office when final check is made.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. E. Glaisyer,
Chief Clerk.

HEG:LM

RESIDENCE-TABOR 3636

GEO. F. ALEXANDER
ATTORNEY AND COUNSELLOR
1024 BOARD OF TRADE BUILDING
PORTLAND, OREGON

November 29, 1924.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

In re: Contract dated February 6,1923, of Elliott, Scoggin & Paquet with the State of Oregon by the State Highway Commission for grading the Tygh Grade Section of The Dalles-California Highway in Wasco County.

#630

Aug 26

Will you kindly give me the date on which this contract was completed by Elliott, Scoggin & Paquet?

Also the date of the final acceptance of the work by the State Highway Commission?

Also the date of the completion of the sub-contract of John Michailoff & Co. under their sub-contract with Elliott, Scoggin & Paquet; and the date of acceptance by the State of the work performed under that contract?

Also copy of the estimates furnished by the engineer in charge for all rock excavation done by John Michailoff & Co. under their sub-contract between Stations 782 50 and Stations 824 50 on the Tygh Grade Section of The Dalles-California Highway?

Thanking you in advance for this information, I remain

Very truly yours,

GFA:NF

ANSWERED
H. B. G.

No. [illegible] - 33 PM

4989

November 7, 1924.

Mr. Geo. F. Alexander,
Attorney and Counsellor,
1024 Board of Trade Building,
Portland, Oregon.

Dear Sir:

This is to acknowledge receipt of your letter of the 1st instant, enclosing notice of claim of John Michailoff against Elliott, Scoggin & Paquet for labor performed in connection with the grading of the Tygh Grade Section of The Dalles-California Highway. Complying with your request, we are enclosing herewith a certified copy of the contract and bond in connection with this work.

It is not the policy of this Department to force payment of claims against contractors. Neither do we settle claims for the contractor. We have no way of knowing whether or not claims are legal, and do not consider it fair to the contractor to either pay his claims or to hold up any moneys due him, especially if the claim is a disputed one. Further, due to the fact that the contractor has furnished a bond for the protection of all claims against the particular contract, it has always been our practice to refer the matter of claims against the contractor to the surety on his bond. In the event the surety company does not give satisfaction, then the claimant still has recourse to action in the courts.

In accordance with section 2991 of the Oregon laws, it is necessary to file notice of claims against contractors with the Secretary of State prior to the expiration of one year from the date of completion of the job. After the period of one year has elapsed, the surety company is automatically released.

We are today advising Elliott, Scoggins & Paquet and the Hartford Accident and Indemnity Company, surety on their bond of the existence of the claim of Mr. Michailoff.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:ER

GEO. F. ALEXANDER
ATTORNEY AND COUNSELLOR
1024 BOARD OF TRADE BUILDING
PORTLAND, OREGON

November 1, 1924.

State Highway Commission.
Salem, Oregon.

Gentlemen:

Enclosed herewith please find Notice of Claim of John Michailoff for work done on the Tygh Grade Section of The Dalles-California Highway under contract with Elliott, Scoggin & Paquet.

We would be pleased to have you furnish us copy of contract and bond of Elliott, Scoggin & Paquet for our use in such further action as may be necessary to take.

We also wish to notify you that we have filed a similar claim with the Secretary of State, and would like to know what, if any, other steps are necessary for Mr. Michailoff to take in order to protect his claim.

We are in receipt of your letter of October 24th stating that

> "Up to August 6, 1924, there was paid to Elliott, Scoggin & Paquet the sum of $175,810.57. Our retained percentage at that time amounted to $5,437.44. The amount of the outstanding claims against the contract which have been filed in this office approximate $500.00."

ANSWERED
H. B. G.

Will you please advise as to whether it is a policy of the Highway Commission to pay these claims or force payment before final settlement is made, or whether it will be necessary for the claimant to proceed to enforce payment. We will be grateful to have you furnish us any and all information in regard to the collection of this claim that you may be free to furnish.

Thanking you in advance for your kindness in so doing, I remain

Very truly yours,

GFA:NF
Enc.

The Secretary of State of the State of Oregon;
Sam B. Kozer, Secretary of State;
To the State of Oregon;
To the State Highway Commission of the State of Oregon;
and to Whom It May Concern:

NOTICE OF CLAIM

You and each of you are hereby notified that John Michailoff of the City of Portland, Multnomah County, Oregon, claims that there is due him for superintendence, organizing crew and services in connection therewith, on Tygh Grade Section of The Dalles-California Highway between stations 782+50 and stations 824+50, the sum of $1,010.00.

That he the undersigned, John Michailoff, on or about the 20th day of April, 1923, entered into a written contract with Elliott, Scoggin & Paquet of Portland, Oregon, under and by virtue of which he was to receive for superintendence, organizing crew and services in connection therewith the sum of 5¢ per cubic yard for all rock excavation as per estimates furnished by the engineer in charge of the Tygh Grade Section of The Dalles-California Highway between stations 782+50 and stations 824+50 covered by John Michailoff & Company contract, the above 5¢ per cubic yard to be in addition to the compensation and price as shown in John Michailoff & Company contract covering said section.

That the work of John Michailoff under said contract was completed on or about January 16, 1924; and the time in which the claimant, John Michailoff, has to make and file with the Secretary of State a notice signed by him (John Michailoff), specifying the nature and amount of his claim has not expired. That one year has not elapsed since the completion by him of the contract hereinbefore mentioned and all work required to be done by him thereunder. That said contract has been fully performed by said John Michailoff, and that 36,200.4 cubic yards of solid rock excavation was done and performed by him under said contract as per estimates furnished by the engineer in charge of said work, whereby the said John Michailoff became and is entitled to 5¢ per cubic yard therefor or $1,810.00; that John Michailoff has been paid by said Elliott, Scoggin & Paquet the sum of $800.00 on account of said contract, and there is still due, owing and unpaid thereon to said John Michailoff by said Elliott, Scoggin & Paquet the sum of $1,010.00, after deducting all just credits and offsets.

Dated this 1st day of November, 1924.

John Michailoff

STATE OF OREGON,)
: ss.
County of Multnomah.)

I, John Michailoff, the claimant named in the foregoing claim and notice, and who subscribed the same, being first duly sworn, say that I know the contents thereof, and that the same is in all respects correct and true, and contains a true statement of claimant's demands and amounts due after deducting all just credits and offsets.

John Michailoff

Subscribed and sworn to before me this 1st day of November, 1924.

Notary Public for Oregon.

My commission expires January 12, 1925.

89-59

Nov. 7, 1924.

Elliott, Scoggin & Paquet,
McKay Bldg.,
Portland, Oregon.

Gentlemen:

Herewith enclosed please find certified copy of the notice of claim which has been filed in the office of the Secretary of State by John Michailoff in amount of $1010.00, for services rendered you in connection with the construction of the Tygh Grade Section. This notice is mailed to you at the request of the Secretary of State.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:ER.

Enclosure

PG-89

Nov. 7, 1924.

Hartford Accident & Indemnity Company,
A. W. Lambert & Son, Agents,
404 E. Alder St.,
Portland, Oregon.

Gentlemen:-

Complying with the request of the Secretary of State, we are mailing to you herewith a certified copy of a notice of claim which has been filed in their office by John Michailoff, in amount of $1010.00 for services rendered Elliott, Scoggin & Paquet in connection with their contract for the construction of the Tygh Grade Section.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:ER

pg 89

630 - 33 PM

November 7, 1924.

Mr. Sam A. Kozer,
Secretary of State,
B u i l d i n g.

Dear Sir:

We wish to acknowledge receipt of your letter of the 3rd instant, enclosing three certified copies of a notice of claim of John Michailoff against Elliott, Scoggin & Paquet for labor performed in connection with their contract for the construction of the Tygh Grade Section of The Dalles-California Highway in amount of $1010.00. We are today forwarding copies of this notice to the contractor and surety as requested in your letter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:ER

No. 630 - 33 PM

0959

C. N. LAUGHRIGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

RECEIVED
NOV 6 1924
OREGON

November 3, 1924.

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received from G.F. Alexander, Atty., 1024 Board of Trade Bldg., Portland, Oregon, and filed as of this date a notice of claim by John Michailoff for $1010.00 for services rendered under a contract with Elliott, Scoggin & Paquet of Portland, Oregon, in connection with the work of construction of the Tygh Grade Section of The Dalles-California Highway.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

FILING DIVISION,

By M. J. Haas

B.

ACKNOWLEDGED
H. B. G.

The Secretary of State of the State of Oregon;
Sam B. Kozer, Secretary of State;
To the State of Oregon;
To the State Highway Commission of the State of Oregon;
and to Whom It May Concern:

NOTICE OF CLAIM

You and each of you are hereby notified that John Michailoff of the City of Portland, Multnomah County, Oregon, claims that there is due him for superintendence, organizing crew and services in connection therewith, on Tygh Grade Section of The Dalles-California Highway between stations 782+50 and stations 824+50, the sum of $1,010.00.

That he the undersigned, John Michailoff, on or about the 20th day of April, 1923, entered into a written contract with Elliott, Scoggin & Paquet of Portland, Oregon, under and by virtue of which he was to receive for superintendence, organizing crew and services in connection therewith the sum of 5¢ per cubic yard for all rock excavation as per estimates furnished by the engineer in charge of the Tygh Grade Section of The Dalles-California Highway between stations 782+50 and stations 824+50 covered by John Michailoff & Company contract, the above 5¢ per cubic yard to be in addition to the compensation and price as shown in John Michailoff & Company contract covering said section.

That the work of John Michailoff under said contract was completed on or about January 16, 1924; and the time in which the claimant, John Michailoff, has to make and file with the Secretary of State a notice signed by him (John Michailoff), specifying the nature and amount of his claim has not expired. That one year has not elapsed since the completion by him of the contract hereinbefore mentioned and all work required to be done by him thereunder. That said contract has been fully performed by said John Michailoff, and that 36,200.4 cubic yards of solid rock excavation was done and performed by him under said contract as per estimates furnished by the engineer in charge of said work, whereby the said John Michailoff became and is entitled to 5¢ per cubic yard therefor or $1,810.00; that John Michailoff has been paid by said Elliott, Scoggin & Paquet the sum of $800.00 on account of said contract, and there is still due, owing and unpaid thereon to said John Michailoff by said Elliott, Scoggin & Paquet the sum of $1,010.00, after deducting all just credits and offsets.

Dated this 1st day of November, 1924.

JOHN MICHAILOFF

STATE OF OREGON)
: ss.
County of Multnomah.)

I, John Michailoff, the claimant named in the foregoing claim and notice, and who subscribed the same, being first duly sworn, say that I know the contents thereof, and that the same is in all respects correct and true, and contains a true statement of claimant's demands amounts due after deducting all just credits and offsets.

JOHN MICHAILOFF

Subscribed and sworn to before me this 1st day of November, 1924.

(SEAL)

G. F. Alexander
Notary Public for Oregon.

My commission expires January 12, 1925.

ENDORSED:

File No. 441
Claim of John Michailoff v. Elliott, Scoggin & Paquet for State Highway work
Filed Nov. 3, 1924, SAM A. KOZER

By

R.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim of John Michailoff for $1010.00 for services rendered under a contract with Elliott, Scoggin & Paguet of Portland, Oregon, in connection with the work of construction of the Tygh Grade Section of The Dalles-California Highway, with the original notice of claim filed in the office of the Secretary of State on November 3, 1924, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with the endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 3rd day of November, A. D. 1924.

Sam A. Kozer

Secretary of State.

By [illegible]

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim of John Michailoff for $1010.00 for services rendered under a contract with Elliott, Scoggin & Paguet of Portland, Oregon, in connection with the work of construction of the Tygh Grade Section of The Dalles-California Highway, with the original notice of claim filed in the office of the Secretary of State on November 3, 1924, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with the endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 3rd day of November, A. D. 1924.

Sam A. Kozer
Secretary of State.

By C. Vaughn
Deputy.

October 24, 1924.

Mr. Geo. F. Alexander,
Attorney at Law,
1024 Board of Trade Building,
Portland, Oregon.

Dear Sir:

In reply to your letter of the 22d inst., concerning the contract held by Elliott, Scoggin & Paquet for construction of the Tygh Grade Section of The Dalles-California Highway, please be advised as follows:

The firm of Elliott, Scoggin & Paquet appears as a co-partnership in this contract.

Final payment has not yet been made. The final notes are now being checked over in this office and it is likely that final settlement will be made within the next few weeks.

Up to August 6, 1924 there was paid to Elliott, Scoggin & Paquet the sum of $175,810.57. Our retained percentage at that time amounted to $5,437.44. The amount of the outstanding claims against the contract which have been filed in this office approximate $500.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

HBG:HI

RES. - Tabor 3638

GEO. F. ALEXANDER
ATTORNEY AND COUNSELLOR
1024 BOARD OF TRADE BUILDING
PORTLAND, OREGON

October 22, 1924.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

In re: Elliott, Scoggin &
Paquet contract.

On the Tygh Grade Section of The Dalles-California Highway between stations 782 50 and 824 50, I wish to inquire on behalf of an interested client:

1st. Is the firm of Elliott, Scoggin & Paquet a partnership, corporation or what? Co-Partnership

2nd. Has the Highway Commission made final settlement with Elliott, Scoggin & Paquet for the work done under their contract for the above mentioned road work? No

3rd. If final settlement has not been made when will it be made? Final Notes being checked.

4th. If Highway Commission has not settled in full with Elliott, Scoggin & Paquet, how much is still due them on account of this contract, and what outstanding bills are there yet to be paid? Paid to Aug-26 $175,810.57 Retainer? $5,437.44

They owe my client something over $1,000 on his contract from them on this work, and he has received no payment on account since last January. Any information, therefore, you can give me as to the status of this matter that will be beneficial to my client will be greatly appreciated.

Very truly yours,

Geo. F. Alexander
n.f.

GFA:NF

The following bills have been filed:

3-25-24 H. A. Muller filed claim against contractors in amt. $111.90 and claims against Logan Brothers, Subs, in amt. 91.19 and Kerson Camp, Sub. in amt. $21.75, all for merchandise and supplies.

5-26-24 Walther-Williams claim in Amt. $314.64 for supplies.

OREGON STATE HIGHWAY COMMISSION

PR 88

October 3, 1924

Mr. C. W. Wenzer,
Division Engineer,
The Dalles, Oregon.

Dear Sir:

We understand that a number of cattle passes have been built upon the several sections of The Dalles-California Highway, and the Sherman Highway which have been under construction during the past season in Wasco County.

Undoubtedly some, if not all, of these structures have been put in as a means of securing right-of-way, and should, therefore, be paid for in full by Wasco County. Please check upon this matter and send us a complete list of all cattle passes constructed, together with estimates of the quantities involved and such other information as will be required in the making of proper charges against the County.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
S. E. Probert,
Office Engineer

SEP L

cc

Ref reply to this
in PR 88

FORM 24 24100 10M-6-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. S. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

IN YOUR REPLY PLEASE
REFER TO FILE No. 112-5-E

The Dalles, Oregon - August 30, 1924

RECEIVED
SEP 1 - 1924
OREGON
STATE HIGHWAY COMMISSION

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Please refer to my letter of August 27 transmitting a request for an extension of time, Contract No. 630 and No. 632, for Elliott, Scoggin & Paquet.

In accord therewith, I am enclosing the consent of their surety, which I received today and which I trust will be in time to be considered along with their request.

Yours very truly,

C. W. Wanzer,
Division Engineer.

By H. N. Hewett
Office Engineer.

HNH-vc
encl.

Form No. 39—22292—6M—8-33

AG-89

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date ....., 193..

Job Name ..... Week from ..... to .....

..... Mail Address .....

Highway ..... Telegraph or Telephone Address .....

County ..... Job Prefix ..... Express and Freight Address .....

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

(See back of this sheet for instructions and detailed information.)

Signed .....

Title .....

0959

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

0959

July 8, 1924.

Elliott, Scoggin & Paquet,
McKay Building,
Portland, Oregon.

Gentlemen:

Your request for an extension of time on contract No. 430 for the construction of the Tygh Grade Section of The Dalles-California Highway in Wasco County, was considered at the meeting of the Commission on May 29th and the following action was taken:

"Elliott, Scoggin & Paquet, contract No. 430, Tygh Grade Section of The Dalles-California Highway in Wasco County, requested an extension of time to June 15, 1924. The Engineer recommended that the extension be granted without penalty, provided Elliott, Scoggin & Paquet be held responsible for any damage or delay to the surfacing contractor on this project. Recommendation approved by the Commission".

Very truly yours,

State Highway Engineer.

LM

#630-33

May 27, 1924.

FR 69

Walther-Williams Company,
The Dalles, Oregon.

Gentlemen:

Receipt is acknowledged of your letter of the 26th inst., advising us of your claims against Elliott, Scoggin & Paquet and enclosing copies of their accounts with you. Complying with your request, we are today placing your letter and the statements on file. We are also advising Elliott, Scoggin & Paquet and the Hartford Accident & Indemnity Co. of the existence of your claims, as is our usual practice in matters of this kind.

For your information will say that the surety on the bond furnished by contractors on highway work may be held responsible for claims in connection with the particular project involved for a period of one year after the date of completion of the contract. This is for your information in the event that you find it nebessary to start suit for the collection of your account.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

HBG:HI

WALTHER-WILLIAMS COMPANY

DODGE BROTHERS
MOTOR VEHICLES

THE DALLES, OREGON

May 26, 1924

PR #89

State Highway Commission,
Salem, Oregon.

Gentlemen:-

We are enclosing our verified accounts rendered against Contractors, Elliott, Scoggin & Pacquet, as follows:

Walther-Williams	Co.,	Hardware Department	$189.56
"	"	Service Station Dept.	168.58
"	"	Auto. Department	16.50

We are unable to get any satisfaction from the above named Contractors regarding their past due accounts, and in filing same with you we hope that sufficient pressure can be brought to bear upon them to induce payment without the necessity of filing suit.

To file suit means to secure copy of Contract and Bond from your office, and this is the trouble that we wished to avoid if possible.

You will kindly place the enclosed accounts on file in your office as against the above named firm of Contractors, and if payment is not made within a reasonable time we will than begin action, providing you regard action as necessary, as well as advisable.

We will thank you to acknowledge receipt of these claims, and oblige,

Very truly yours,

Walther-Williams Co.,

By _____

H/H

ANSWERED
1. 3. 0.

WAMMER-WILLIAMS COMPANY

AUTOMOBILES AND SUPPLIES

HEAVY HARDWARE AND FARM IMPLEMENTS

THE DALLES, OREGON

HARDWARE DEPT.

SOLD TO Elliott Scoggins & Paquet

TERMS 30 Days Net Eygh Valley, Oregon.

MONTH OF October 192 3

FOLIO	DATE	ARTICLES			DEBITS	CREDITS
130						
		AMOUNT RENDERED				
	12	6 Hammer handles	3	60		
		4 ⅝x8" Mch Bolts		40		
		4 1x4 " "		28		
		1 Buck saw blade		75		
		1 6" 3 com file		15		
45	29	1 Doz R R Picks 6T07#	13	50	5 18	
		1 " pick handles	5	00		
		½ " d hal rd pt shovels	8	00		
		Balance for October			26 50	
					31 68	
Nov.						
	13	6 Cases 40% Powder	51	00		
		2 Lanterns	3	00		
		1 5-gal oil can	1	25		
		Postage & Ins.		25		
		Balance for Nov.			55 50	
					55 50	
Dec.	5	1 Doz Sharp shovels	17	50		
		2 " ½x1½" machine bolts		84		
	3	1 " Sledge Handles	5	00		
		Postage & Ins.		25		
		Balance for Dec.			23 59	
					23 59	
Jan. 1924						
	16	5 Pr. Chain Tugs	10	00		
		1 Doz 1" Harness Snaps		75		
		1 " 1½ " "	1	40		
		1 1# Box tubular rivets	1	75		
		2 1# bx asst cop rivets	1	00		
		1 doz 1" buckles		25		
		1 " 1½ "		40		
		Postage		62		
		Balance for Jan.			16 17	
					16 17	
		Total of balances			126 94	
		Interest 1/16/24 to 5/21/24 6%			2.62	
		Net			129.56	

ALL BILLS RENDERED MONTHLY UNLESS OTHERWISE REQUESTED. THIS ACCOUNT IS NOW DUE. INTEREST CHARGED ON PAST DUE ACCOUNTS AT THE RATE OF TEN PER CENT PER ANNUM.

STATE OF OREGON (
(ss.
COUNTY OF WASCO (

I, Geo. E. Walther, being first duly sworn on oath say: That I am the Secretary of Walther-Williams Company, a Corporation, claimant named in this statement; that I ~~have~~ have heard the same read and have read the same and know the contents thereof, and believe the same to be ~~true~~.

Geo. E. Walther.
Secretary.

Subscribed and sworn to before me this 21st, day of May 1924.

Notary Public for Oregon.
My Commission Expires Mar. 8, 1927.

STATE OF OREGON)
) ss.

WALTHER-WILLIAMS COMPANY

AUTOMOBILES AND SUPPLIES

HEAVY HARDWARE AND FARM IMPLEMENTS

THE DALLES, OREGON

SERVICE STATION

SOLD TO Elliott Scoggins & Paquet

TERMS 30 Days net Portland, Oregon

MONTH OF May 192 4

FOLIO	DATE	ARTICLES	DEBITS	CREDITS
		AMOUNT RENDERED		
Jan	16	2 36 x 6 Mason SF Cords	133 10	
		2 36 x 6 Mason SF Tubes	27 80	
		Prepaid Express	1 65	
April	26	1 Mason 35 x 5 Tube	3 75	
		6 Gals Gasoline	1 44	
		Total.....	$167 74	
		Int. April 26, 1924 to May 26, 1924	.84	
			$168.58	

STATE OF OREGON (
COUNTY OF WASCO (ss.

I, Geo. E. Walther, being first duly sworn on oath say; That I am the Secretary of Walther-Williams Company, a Corporation, claimant named in this statement; that I have heard the same read and have read the same and know the contents thereof, and believe the same to be true.

Geo. E. Walther.

Secretary

Subscribed and sworn to before me this 26th. day of May 1924

Notary Public for Oregon.

My Commission expires Mar 8, 1927.

ALL BILLS RENDERED MONTHLY UNLESS OTHERWISE REQUESTED. THIS ACCOUNT IS NOW DUE. INTEREST CHARGED ON PAST DUE ACCOUNTS AT THE RATE OF TEN PER CENT PER ANNUM.

WALTHER-WILLIAMS COMPANY

AUTOMOBILES AND SUPPLIES

HEAVY HARDWARE AND FARM IMPLEMENTS

THE DALLES, OREGON

SOLD TO ELLIOTT, SCOGGIN AND PACQUETT

TERMS 30 DAYS NET — TYGH VALLEY, OREGON

MONTH OF MAY 192 4

FOLIO	DATE		ARTICLES		DEBITS	CREDITS
			AMOUNT RENDERED			
	NOVEMBER					
356	26	2	CHAMPION PLUGS	1 30	1 30	
	DECEMBER					
395	29	7	GALS GASOLINE 20	1 40		
396	19	9	GALS GASOLINE 20	1 80		
		4	QT ZEROLENE	80	4 00	
	JANUARY					
78	21	5	GALS GASOLINE 20	1 00		
		1	QT ZEROLENE	20	1 20	
299	23	2	NIGHTS STORAGE	1 00		
		1	WRENCH	90		
		1	30x3½ OLDFIELD TIRE	7 75	9 65	
					16 15	
			BALANCE Int.123/24 to 5/26/24		35.	
			Total		$16.50	

STATE OF OREGON (
COUNTY OF WASCO (ss.

I, Geo. E. Walther, being first duly sworn on oath say; That I am the Secretary of Walther-Williams Company, a Corporation, claimant named in this statement; that I have heard the same read and have read the same and know the contents thereof, and believe the same to be true.

Geo. E. Walther
Secretary.

Subscribed and sworn to before me this 29th day of May 1924.

Notary Public for Oregon.
My Commission Expires March 8, 1927

ALL BILLS RENDERED MONTHLY UNLESS OTHERWISE REQUESTED. THIS ACCOUNT IS NOW DUE. INTEREST CHARGED ON PAST DUE ACCOUNTS AT THE RATE OF TEN PER CENT PER ANNUM.

May 27, 1924.

FR 60

Elliott, Scoggin & Paquet,
Mc Ely Building,
Portland, Oregon.

Gentlemen:

This letter is to advise you that we have today received from the Walther-Williams Company of The Dalles, Oregon, notice of their claim against yourselves, in amount $514.64, for supplies, etc. furnished to you in connection with your highway contracts at Tygh Valley.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaeyer,
Chief Clerk.

HBG:HI

May 27, 1924.

ZB 66

Hartford Accident & Indemnity Co.,
c/o A. W. Lambert & Sons,
404 East Alder Street,
Portland, Oregon.

Gentlemen:

This letter is to advise you as surety on the bond furnished by Elliott, Scoggin & Paquet, in connection with their highway contracts in the vicinity of Tygh Valley, Oregon, that we have today received from Walther-Williams Company at The Dalles, Oregon their claims totalling $314.64 against Elliott, Scoggin & Paquet, being for supplies furnished to them in connection with their work at Tygh Valley.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

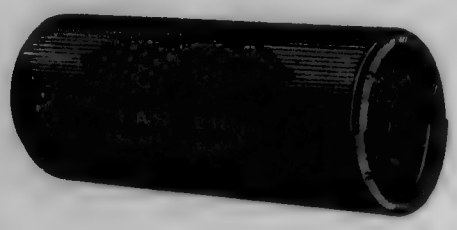
H. B. Glaisyer,
Chief Clerk.

HBG:HI

130-89-00

"PERMANENT AS THE PYRAMIDS"

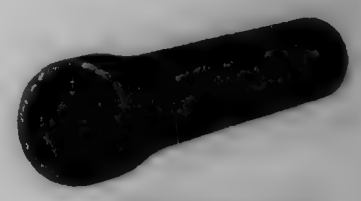
BOARD OF TRADE BUILDING



CONCRETE PIPE COMPANY

DRAINAGE. SEWER PIPE. IRRIGATION PIPE.
CULVERT PIPE AND GRAVITY WATER SYSTEMS

PORTLAND, OREGON



ASSOCIATED PLANTS
BEND, OREGON
EUGENE, OREGON
ONTARIO, OREGON
LA GRANDE, OREGON
KLAMATH FALLS, OREGON
TACOMA, WASHINGTON
SEATTLE, WASHINGTON
SPOKANE, WASHINGTON
LONGVIEW, WASHINGTON
CENTRALIA, WASHINGTON
WENATCHEE, WASHINGTON
WALLA WALLA, WASHINGTON
HELENA, MONTANA
CALDWELL, IDAHO
GRAND FORKS, B. C.

May 26, 1924.

Mr. H. B. Glaisyer,
Chief Clerk,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

It will be unnecessary for us to file claim with the State of Oregon against the contract of Elliott, Scoggin & Paquet and the Hartford Accident & Indemnity Company for $523.77 on account of concrete pipe furnished on the Tygh Valley and Tygh Grade Section of The Dalles-California Highway, because they have this day given us a check covering their account in full.

Yours very truly,

Phil Easterday

Phil Easterday.
K.

NOTED
H. B. GLAISYER

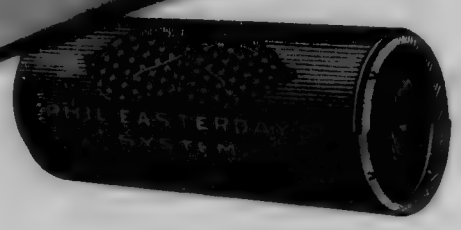
"PERMANENT AS THE PYRAMIDS"

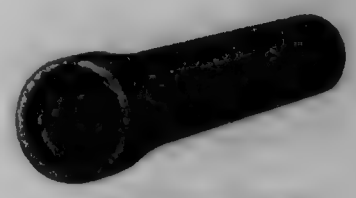
BOARD OF TRADE BUILDING

CONCRETE PIPE COMPANY

DRAINAGE, SEWER PIPE, IRRIGATION PIPE,
CULVERT PIPE AND GRAVITY WATER SYSTEMS

PORTLAND, OREGON





May 21, 1924.

ASSOCIATED PLANTS
BEND, OREGON
EUGENE, OREGON
ONTARIO, OREGON
LA GRANDE, OREGON
KLAMATH FALLS, OREGON
TACOMA, WASHINGTON
SEATTLE, WASHINGTON
SPOKANE, WASHINGTON
LONGVIEW, WASHINGTON
CENTRALIA, WASHINGTON
WENATCHEE, WASHINGTON
WALLA WALLA, WASHINGTON
HELENA, MONTANA
CALDWELL, IDAHO
GRAND FORKS, B. C.

Mr. H. B. Glaisyer,
Chief Clerk,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

We appreciate the information you sent to us in your letter of the 19th relative to names of sections of The Dalles-California Highway and the name of the bonding company that wrote the bond for Elliott, Scoggins & Paquet, also the fact that you forwarded a copy of the statement of our claim to the surety company.

Yours very truly,

Phil Easterday

Phil Easterday
K

NOTED
H. B. GLAISYER

30-330 P.M.

99-59

May 19, 1924.

Concrete Pipe Company,
Portland, Oregon.

Attention Mr. Phil Easterday.

Gentlemen:

In reply to your letter of the 15th inst. concerning your claim in amount $523.77 for concrete pipe furnished to Elliott, Scoggin & Paquet, will say that Elliott, Scoggin & Paquet were awarded two highway contracts at Tygh Valley, the first one No. 630 was grading the Tygh Grade Section of The Dalles-California Highway; the second was our contract No. 632 for the grading of the Tygh Valley Section of The Dalles-California Highway.

The surety on the bond furnished by them in each instance was the Hartford Accident & Indemnity Company. A. W. Lambert & Son, 404 East Alder Street, Portland, Oregon, agents. We are today forwarding one copy of the statement of your claim to the surety company.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

"PERMANENT AS THE PYRAMIDS"

BOARD OF TRADE BUILDING

CONCRETE PIPE COMPANY

DRAINAGE, SEWER PIPE, IRRIGATION PIPE,
CULVERT PIPE AND GRAVITY WATER SYSTEMS

PORTLAND, OREGON

May 15, 1924.

ASSOCIATED PLANTS
BEND, OREGON
EUGENE, OREGON
ONTARIO, OREGON
LA GRANDE, OREGON
KLAMATH FALLS, OREGON
TACOMA, WASHINGTON
SEATTLE, WASHINGTON
SPOKANE, WASHINGTON
LONGVIEW, WASHINGTON
CENTRALIA, WASHINGTON
WENATCHEE, WASHINGTON
WALLA WALLA, WASHINGTON
HELENA, MONTANA
CALDWELL, IDAHO
GRAND FORKS, B. C.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

We have a claim against Elliott, Scoggins & Pacquet, in the sum of $523.77 for 148 ft. of 36" Reinforced Concrete Pipe, f.o.b. Sherar, Oregon, which was shipped to them on December 13, 1923. It appears it will be necessary for us to file a claim with the State against this contract and the bonding company.

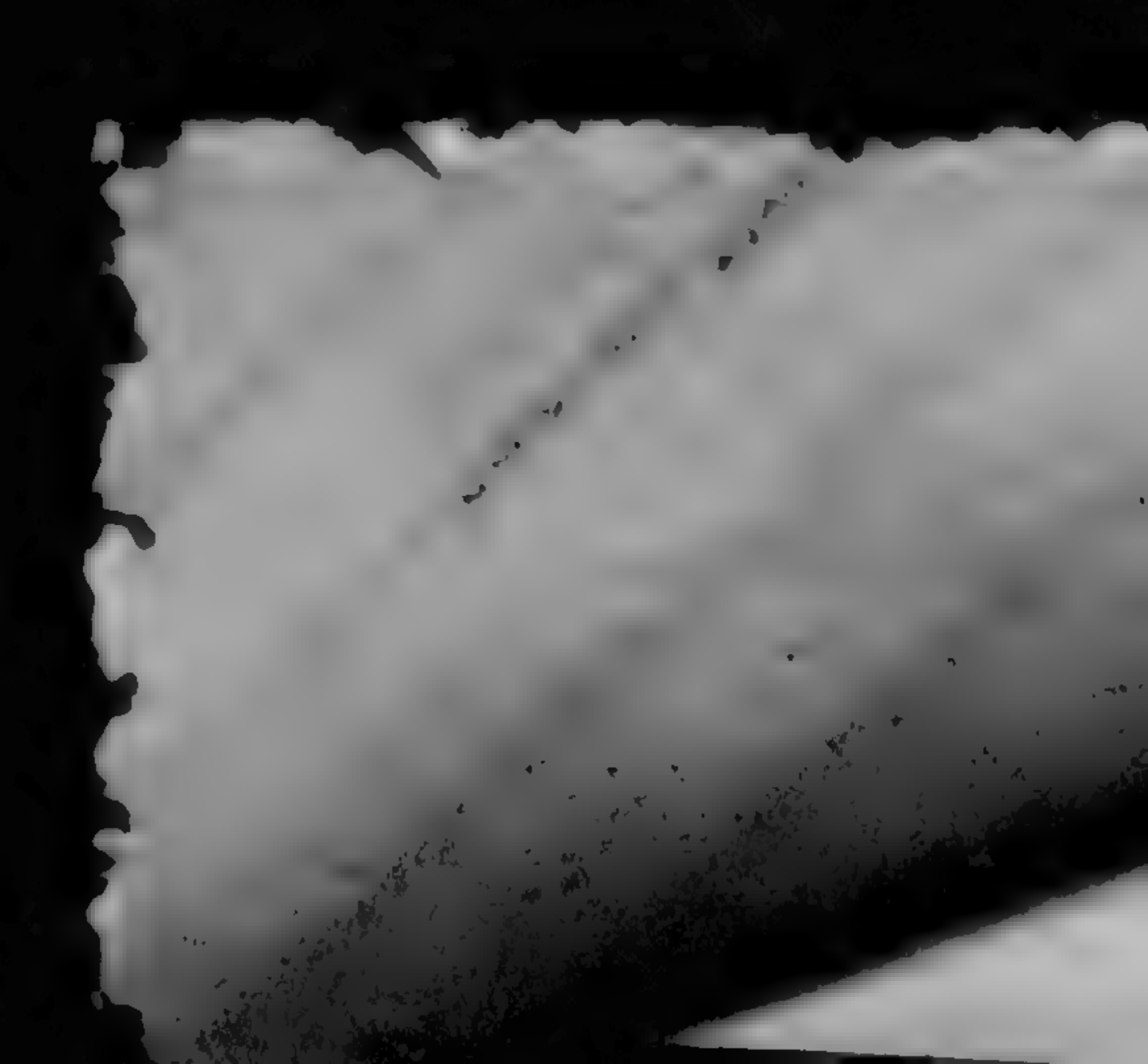
Therefore, will you please advise us the name or number, or both, of the piece of work performed by Elliott Scoggins & Pacquet, in order that we may properly file our claim with you?

Yours very truly,

Phil Easterday
K-

Sent 5-23
#630 - 63rd
Typed - Valley
Hartford Ins. Co.
c/o Lumbermens Nat'l
1001 E. Burnside St.

ANSWERED
H B.O



"PERMANENT AS THE PYRAMIDS"

BOARD OF TRADE BUILDING

CONCRETE PIPE COMPANY

DRAINAGE, SEWER PIPE, IRRIGATION PIPE,
CULVERT PIPE AND GRAVITY WATER SYSTEMS

PORTLAND, OREGON

December 13, 1923.

SHIPPED TO Sherar, Oregon.

SOLD TO Elliott Scoggins & Pacquet,
McKay Building,
Portland, Oregon.

VIA

INVOICE No. 09879 and 09878

REQ'N No.

CAR No. 42555 and 3175

INITIAL NP and SP&S

F.O.B.

FREIGHT

INVOICE NO. 09879 - CAR NO. NP-42555.

72 ft. 36" Reinforced Pipe	4.30	$309.60

INVOICE NO. 09878 - CAR NO. 3175-SP&S.

76 ft. 36" Reinforced Pipe	4.30	$326.80	
		636.40	
Less cash paid for freight		112.67	
	Bal		$523.73

May 19, 1924.

P. R. 89, Surfacing.

Bureau of Public Roads,
Postoffice Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing the required number of copies of estimate, unit price analysis and special provisions for surfacing the Dalles-California Highway between Dufur and the White River.

This work covers projects 88, 89 and 102A and will be let as a single contract for Federal aid will be applicable to project No. 89 and when the contract is awarded we will supply you with the itemized estimates for projects 88 and 102A. We trust that this method will be satisfactory.

We are also enclosing blue prints showing the typical surfacing section which is to be used on the work. You will note that this calls for the construction of the top course in two lifts.

Yours very truly,

ROY A. KLEIN,
State Highway Engineer.

By

Engineer.

Dictated by JWDeS:LM
Encls.

OREGON STATE HIGHWAY DEPARTMENT — PROJECTS 88,89 and 102A

Dufur-White River Section of The Dalles-California Highway in Wasco County.

Analysis of Estimated Surfacing Prices.

Salem, Oregon, May 17, 1924.

Unit 1.

Royalty	.05
Installation & Equipment	.20
Quarrying & Crushing	1.05
Hauling (2.2 Mi.@ 25¢)	.55
Placing & Finishing	.36
	2.21
15% profit	.33
Estimated bid price	* 2.54

Unit 2.

Royalty	.05
Installations & Equipment	.20
Quarrying & Crushing	.95
Hauling (3.12 Mi.@ 25¢)	.78
Placing & Finishing	.36
	2.34
15% profit	.35
Estimated bid price	* 2.69

*20¢ differential estimated between base and top course materials.

OREGON STATE HIGHWAY DEPARTMENT

PROJECTS 88.89 and 102A

DUFUR-BRIDGE RIVER SECTION OF THE DALLES-CALIFORNIA HIGHWAY IN WASCO COUNTY

Salem, Oregon, May 17, 1924.

Unit No. 1.-North of Station 1100-7.57 Miles.

8,000	cu.yds.	Base Course Broken Stone Surfacing	2.44	19,520.00
8,000	"	Top " " " "	2.64	21,120.00
6,400	"	Filler	.50	3,200.00
6,400	yd.mi.	Filler Haul	.25	1,600.00

Unit No. 2.-South of Station 100-11.25 Miles.

12,000	cu.yds.	Base Course Broken Stone	2.59	31,080.00
12,000	"	Top " " "	2.79	33,480.00
8,200	"	Filler	.50	4,100.00
10,500	yd.mi.	Filler Haul	.25	2,625.00

Sub-total	116,725.00
10% Engr. & Cont.	11,672.50
Total	128,397.50

Length of Surfacing, 18.83 Miles
Cost per mile $6,818.77

OREGON STATE HIGHWAY DEPARTMENT

PROJECTS 88.8B and 102A

DUFUR-BEATS RIVER SECTION OF THE DALLES-CALIFORNIA HIGHWAY IN WASCO COUNTY

Salem, Oregon, May 17, 1924.

Unit No. 1.-North of Station 1100-7.57 Miles.

8,000	cu.yds.	Base Course Broken Stone Surfacing	2.44	19,520.00
8,000	"	Top " " " "	2.64	21,120.00
8,000	"	Filler	.50	3,200.00
6,400	yd.mi.	Filler Haul	.25	1,600.00

Unit No. 2.-South of Station 100-11.26 Miles.

12,000	cu.yds.	Base Course Broken Stone	2.59	31,080.00
12,000	"	Top " " "	2.79	33,480.00
8,200	"	Filler	.50	4,100.00
10,500	yd.mi.	Filler Haul	.25	2,625.00
		Sub-total		116,725.00
		10% Engr. & Cont.		11,672.50
		Total		128,397.50

Length of Surfacing, 18.83 Miles
Cost per mile $6,818.77

SPECIAL PROVISIONS

Units Nos. 1 and 2 of the
Dufur-White River Section

INSTRUCTIONS TO BIDDERS

The surfacing of the Dufur-White River Section is to be contracted in two units, one of which units shall be referred to as "Unit No.1" and the other of which shall be referred to as "Unit No. 2". Unit No. 1 shall embrace that portion of the section which is north of Station 1100, and Unit No. 2 shall embrace that portion which is south of Station 1100.

Two alternate propositions will be considered in connection with each unit, one of which propositions shall be referred to as Alternate "A", and the other of which shall be referred to as Alternate "B". Under Alternate "A", the contractor shall furnish, haul and place the required surfacing materials and perform all other work incidental to the complete construction of the surfacing as hereinafter specified. Under Alternate "B", the contractor shall furnish the required surfacing materials, but the hauling and placing of same shall be performed by state forces.

Contractors may bid on either or both units, and they may bid on either or both alternates for either or both units. They may also, if they desire, make any one or more of their bids contingent upon their receiving, or their not receiving, awards under certain other of their bids. For instance, a contractor may stipulate that he will accept the award for Alternate "A", Unit 1 only upon the condition that he receive also the award for Alternate "A", Unit No. 2, or he may stipulate that if he is awarded the contract for Alternate "A" or "B", Unit No. 1, he will not accept the award for Alternate "A" or "B", Unit No. 2, or vice versa

Bids must be made upon the special bidding sheets attached between pages 12 and 13 of the proposal form, which bidding sheets provide space for the submitting of separate bids as follows:

(1) Alternate A, Unit No. 1
(2) Alternate A, Unit No. 2
(3) Alternate B, Unit No. 1
(4) Alternate B, Unit No. 2

The prices which the contractor names in each bid shall be understood to be the prices which are to apply whether only one of

his bids is accepted, or whether two of his bids are accepted. If the contractor finds that he can do the work cheaper if he is awarded contracts for both units he can bid a lump sum reduction contingent upon both contracts being awarded to him. Space for a lump sum reduction bid of this kind is provided on a sheet attached to and immediately following the special bidding sheets above referred to.

All qualifications and contingent provisions that the bidder wishes to make, shall be written in on the sheet provided for the purpose and attached along with the special bidding sheets, and except as qualifications to the contrary are made by the bidder upon that sheet, it shall be understood that the bidder will accept an award under any one of his bids, and that he will also accept awards under any two of his bids.

In considering his bids the State Highway Commission will take into consideration the combined cost of the two units as well as the cost of each individual unit, and the low bidder upon either unit or either alternate will have no claim upon the award if the acceptance of his bid would result in a higher total cost for the two units than some other bid or combination of bids.

Except as otherwise indicated the specifications which follow shall apply to both units 1 and 2.

WORK TO BE DONE

Under Alternate "A", the contractor shall furnish, haul and place the surfacing materials and perform all other work incidental to the complete construction of the broken stone surfacing as hereinafter specified. He shall also furnish and stock-pile, as hereinafter provided, certain quantities of broken stone to be later used by the State in connection with maintenance work.

Under Alternate "B", the contractor shall furnish the materials from which to construct the broken stone surfacing, but the hauling and placing of those materials and the performance of such other work as is incidental to the construction of the surfacing shall be performed by forces of the State. Under Alternate "B", the contractor shall also furnish and stock-pile, as hereinafter provided, certain quantities of broken stone to be later used by the State in connection with maintenance work.

SURFACING MATERIALS

Under both Alternates "A" and "B", the surfacing materials to be furnished shall conform to, and shall be furnished in accordance with, the following provisions:

Kind and Quality of Materials:

The surfacing materials to be furnished under this contract shall be broken stone manufactured from clean, hard and durable rock which when subjected to the abrasion test described in Bulletin No. 555 of the U. S. Department of Agriculture, shows an abrasion loss not exceeding eight (8) per cent.

Sources of Materials:

Suitable rock from which to manufacture broken stone is available adjacent to the Highway at about Station 1335 and about Station 840. Rock from the source at about Station 1335 shall be furnished for Unit No. 1, and rock from the source at about Station 840 shall be furnished for Unit No. 2 unless the contractor locates and desires to use rock from other sources which, in the opinion of the Engineer, is equally as suitable as the rock available from the above designated sources, and which, in the opinion of the Engineer, can be used without increased expense to the State.

Acquisition of Rights to Take Rock:

The State Highway Commission will acquire and make available to the contractor, without charge, the right to take rock from the sources above described, and the right to use such property adjacent thereto as may be required for the contractor's camps, crusher set-ups, bunkers, stock piles and hauling roads.

If the contractor desires and is allowed to use sources of suitable materials other than those designated, he must, at his own expense, acquire the necessary rights to take materials and to use property for camp sites, hauling roads and other purposes.

Development of Sources:

Under Alternate "A", the contractor shall, at his own expense, remove all overburden, construct and maintain hauling roads, and do all other work necessary in connection with the development of the sources of material.

Under Alternate "B", the contractor shall, at his own expense, remove all overburden and do all other work in connection with the development of the sources of material, except the work of constructing and maintaining hauling roads, which work will be performed by the State at its own expense.

Sizes of Materials:

Base course materials shall all pass a screen having one and one-half (1½) inch circular openings. It shall contain not more than fifty (50) per cent of material passing a three-quarter (3/4) inch circular opening, nor more than twenty-five (25) per cent of material passing a one-quarter (1/4) inch square opening. It need not contain any material passing a three-quarter (3/4) inch circular opening, but it shall be well graded from the maximum one and one-half (1½) inch size to its minimum size of three-quarters (3/4) inch or below.

Top course materials shall all pass a screen having three-quarter (3/4) inch circular openings, and shall contain not to exceed thirty-five (35) per cent of materials passing a one-quarter (1/4) inch square opening. It shall be well graded from the maximum three-quarter (3/4) inch size to dust.

Handling of Materials:

In handling of materials, the contractor shall use means which will prevent, as far as possible, a separation of the fine from the coarse materials. As far as practicable, materials in being transferred into stock piles, bins, or vehicles shall be dropped vertically.

PROVISIONS GOVERNING THE CONSTRUCTION OF THE SURFACING

Under Alternate "A", the contractor shall, besides furnishing the surfacing materials, haul and place them, and construct from them a finished broken stone surfacing. Under Alternate "B", the hauling and placing of the materials and the construction of the surfacing shall be done by state forces and with state equipment.

The hauling and placing of the surfacing materials and the construction of the surfacing, whether done by the contractor or by the State, shall be done in accordance with the following provisions:

Preparation of Subgrade:

Before spreading the surfacing materials, the contractor shall, by means of blades, graders, fresnoes, or other suitable equipment, shape up the roadbed, bringing same to uniform crown and grade, with a surface free from ruts, humps, and depressions.

The subgrade shall be prepared only a short distance ahead of the surfacing operations and after once having been prepared, shall be maintained true to the crown, grade and uniform surface until covered.

In no event shall any surfacing materials be placed upon any section of the subgrade which is not, in the opinion of the Engineer, in a condition suitable and satisfactory for surfacing.

Number of Courses and Cross-section:

The number of courses in which the surfacing shall be laid, and the cross-section to which it shall be constructed, shall in general, conform to the specifications in the paragraphs below, and to the attached or accompanying cross-section plan, but these features shall be subject to such changes as may be ordered by the Engineer to take care of varying conditions.

The surfacing shall be constructed in three courses. The first course shall consist of base course materials, and shall be approximately four (4) inches in thickness; the second course shall consist of top course materials and shall be approximately three (3) inches in thickness and the third course shall consist of top course materials and shall be approximately one (1) inch in thickness.

The finished surfacing shall have a bottom width of eighteen (18) feet, and a top width of fourteen (14) feet. Each course shall entirely cover and overlap the course below it, as indicated on the typical cross-section plan attached.

Hauling and Placing:

The direction of hauling, the direction of progress in surfacing construction, and the point or points of commencing surfacing construction shall at all times be under the control of the Engineer. Unless otherwise specifically ordered by the Engineer, however, the placing of materials from a given crusher set-up shall

progress away from the point where the vehicles delivering the materials enter upon the road, and shall progress toward the ends of the section or unit being surfaced from that set-up. Also, unless otherwise, specifically ordered by the Engineer, each course shall be in place at least one mile in advance of the course which is to cover it, and the trucks or other hauling vehicles must, in passing back and forth between the point of entry upon the road and the points of deposit, travel over the surfacing materials that are in place between those points, this travel being distributed over the width of the surfacing in such manner as to be most effective in compacting of the surfacing materials. Hauling over the surfacing materials will not be required or permitted, however, if it tends to work the materials into the subgrade, or to churn the base course into the top.

Blading and Dragging.

Such blading and dragging of each of the several courses shall be done as may be necessary to bring them to uniform grade and crown with smooth and even surface, and as may be necessary to maintain them free from ruts and true to the crown, grade and surface to which they are first constructed. They shall be so maintained until covered, or, in the case of the top course, until all work under the contract is completed.

Incorporation of Filler:

There shall be incorporated with each course of the surfacing, such quantities of "filler" material, as the Engineer may direct. The kind of material to be used, and the methods by which it is incorporated with the surfacing shall be as hereinafter provided.

Sprinking and Rolling:

If, in the opinion of the Engineer, the surfacing materials should be sprinkled or rolled during the course of construction, the sprinkling or rolling shall be done by the contractor, and paid for as "Extra Work", or shall be done by state forces without cost to the contractor.

Finishing Shoulders and Cleaning Ditches:

After the surfacing has been placed and compacted, the earth shoulders shall be leveled down and the entire roadbed, inclusive

of ditches, trimmed up so as to provide a uniformly crowned and well drained cross-section. All excess excavated materials and all loose stones and rock fragments that may be dragged to the surface shall be deposited on the sides of embankments or otherwise disposed of to the satisfaction of the Engineer.

PROVISIONS GOVERNING THE DELIVERY OF SURFACING MATERIALS UNDER ALTERNATE "B"

Points of Delivery:

Broken stone surfacing materials to be furnished under Alternate "B", for use by the State in the surfacing of Unit No. 1, shall be delivered into State trucks at or near Station 1336, or it shall be delivered into state trucks at some other point equally acceptable to the Engineer, from which the cost to the State of hauling the materials onto the road will be no greater than would be the cost of hauling from that particular point.

Broken stone surfacing materials to be furnished under Alternate "B", for use by the State in the surfacing of Unit No. 2, shall be delivered into State trucks at or near Station 840, or it shall be delivered into State trucks at some other point equally acceptable to the Engineer, from which the cost to the State of hauling the materials onto the road will be no greater than would be the cost of hauling from that particular point.

Quantities:

The quantities of surfacing materials to be furnished shall be whatever quantities may be required to surface the unit or units covered by the contract.

Materials to be Delivered Through Bunkers:

All surfacing materials shall be delivered through bunkers provided by the contractor.

The bunkers shall have a capacity of not less than forty (40) per cent of the expected daily output of material; they shall be constructed in accordance with best modern practice; they shall be designed so that the crushed materials will be dropped vertically into and from the bins; and they shall be conveniently accessible to trucks.

The contractor shall furnish such labor as is required in connection with the loading of the materials from the bunkers into the trucks.

Rate of Delivery and Time of Beginning:

The delivery of materials for Unit No. 1 shall commence not later than July 15th, 1924, and shall proceed at a rate of not less than two hundred (200) cubic yards per day.

The delivery of materials for Unit No. 2 shall commence not later than July 15th, 1924, and shall proceed at a rate of not less than two hundred and fifty (250) cubic yards per day.

Cooperation Between State and Contractor:

Both the State and the contractor, shall, in the conduct of their respective parts of the work, endeavor to make possible for each other the most efficient and economical prosecution of the work.

Delivery of Materials to Be Uniform:

The contractor shall hold his daily production as nearly uniform as possible. He shall give at least five (5) days notice of every change in forces, working hours, or equipment which will materiallyincrease or decrease his output, and he shall give as early notice as possible of any partial, temporary or complete shut-down that may become necessary. He shall make no shut-down which will entail extra expense to the State except when such shut-down is absolutely unavoidable.

State's Obligation to Remove Materials as Produced:

The State Highway Commission shall operate upon the work a sufficient number of trucks to handle a uniform daily output of materials equal to the average daily production during the ten (10) prior and successive working days. It shall endeavor, as far as consistent with economical truck operation, to handle materials as fast as they are placed in the bunkers. It will maintain its trucks in good repair, and will be prepared to make such replacements and additions as may be necessary and reasonable.

No materials will be hauled when, on account of unfavorable weather conditions, hauling cannot be economically performed or would be detrimental to the subgrade or to the surfacing already in place.

The State Highway Commission will not be responsible for failure to move all of any daily output greatly in excess of the daily average, and it will not maintain on the work any more trucks and drivers than can be kept employed with reasonable uniformity. It will not be responsible for delays occasioned by unfavorable weather conditions, by unusual numbers of accidents or breakdowns or other unavoidable causes.

FURNISHING AND DELIVERING OF MAINTENANCE MATERIALS

Under both Alternate "A" and Alternate "B", the contractor shall furnish and deliver broken stone for maintenance purposes. The furnishing and delivering of this material shall be done in accordance with the following provisions.

Materials:

Broken stone for maintenance material shall be the same in all respects as the Top Course Broken Stone above specified for use in the surfacing work, and it shall be produced and furnished in accordance with the specifications applying to the producing and furnishing of the surfacing materials. It shall be delivered in stock piles located and constructed as follows:

Location of Stock Piles:

The stock piles of maintenance materials shall be located immediately adjacent to the crusher set-up at the acceptable source of materials hereinbefore mentioned, or they shall be located at such other point or points as will be equally acceptable to the engineer, and as will result in no extra expense to the State in the later hauling of the materials from the stock piles to the points on the highway at which they are planned to be finally deposited.

The stock piles shall be so located as to be easily accessible to trucks, and the sites must in all respects be suitable for the purpose.

Building Stock Piles:

The sites for the stock piles shall be cleared of all brush, trees, stumps, loose stones and other materials which might become mixed with the broken stone, or which might interfere with the picking-up of the broken stone when same is to be removed.

The piles shall be not less than fifteen (15) feet in height with side slopes not flatter than one and one-half to one (1½-1). They shall be neat and regular in form and shall cover as small areas as practicable.

Measurement of Maintenance Materials:

The quantities of maintenance materials to be paid for shall be determined by cross-section measurement of the completed stock piles. No allowance will be made for settlement or shrinkage.

F I L L E R

Under Alternate "A", the filler materials shall be furnished, hauled and incorporated with the surfacing materials by the contractor, but under Alternate "B", the filler materials shall be furnished, hauled and incorporated by the State.

The furnishing and placing of the filler, whether done by the contractor or by the State, shall be done in accordance with the following provisions:

Materials:

Material for use as "Filler" shall be clay or other earth material possessing suitable binding qualities. It shall be free from stones, lumps, clods and foreign matter of all kinds. It shall be uniform in texture, well pulverized and otherwise suitable for the purpose which it is to serve.

Sources of Filler Materials:

Materials for use as "filler" shall be obtained from such sources as the engineer may select.

The right to take materials from the sources selected by the Engineer will be acquired by the State Highway Commission without cost to the contractor.

Development of Sources:

The development of the sources of filler materials, including the removal of overburden and the construction and maintenance of hauling roads shall be considered to be a part of the work, to be done in connection with the furnishing of filler materials, and under Alternate "A" the cost thereof shall be borne by the contractor.

Incorporation of Filler:

After the course of surfacing in connection with which the filler is to be used has been spread to uniform crown and even surface as elsewhere provided, the filler materials shall be spread uniformly over the surfacing materials in such quantity as the Engineer may direct. The incorporation or mixing of the filler with the surfacing materials in the course being filled, shall then be accomplished in the following manner:

By means of a heavy blade grader the surfacing materials in the course being filled and the filler material to be mixed with them, shall be moved, first, from their position on the road to the edges of the road, and second, back into position again. This operation of moving the materials to the sides or edges of the road and then back into position shall be performed at least twice, and more times if necessary for the thorough mixing of the filler with the surfacing materials.

After the filler is thoroughly mixed in, the course shall be reshaped to uniform crown and even surface and so maintained as hereinbefore specified.

BASIS OF PAYMENT TO CONTRACTOR

Alternate "A"

Under Alternate "A", full and complete payment for the work above specified to be done by the contractor under that alternate, shall consist of payment for the following items at their respective bid prices:

(1) Base Course Broken Stone Surfacing
(2) Top Course Broken Stone Surfacing
(3) Maintenance Materials in Stock Pile.
(4) Filler
(5) Filler Haul

The quantities of each of the first four of the above mentioned items to be paid for shall be the number of cubic yards of each furnished and placed as herein specified, measurement of the surfacing materials and filler to be "Loose Measure" aboard trucks or other conveyances at the points of loading, and measurement of the maintenance materials to be "in place" in stock piles.

The quantities of "Filler Haul" to be paid for shall be the number of yard miles of hauling necessarily performed in transporting the filler materials from the points of their excavation to the points of their deposit on the road; provided, however, that no payment for filler-haul will be allowed in connection with filler material hauled less than five hundred (500) feet. The transporting of filler used within 500 feet of the place from which it is excavated shall be understood to be covered in the price bid for "Filler".

A yard-mile of "Filler Haul" shall be understood to be the hauling of one cubic yard (loose measure) of filler material for a distance of one mile. The lengths of haul shall be measured in one-half miles; that is, hauls of less than one-half mile will be allowed for as hauls of one-half mile, hauls of more than one-half mile but less than one mile will be allowed for as hauls of one mile, etc. etc.

Alternate "B"

Under Alternate "B", full and complete payment for the work hereinbefore specified to be done by the contractor under that alternate, shall consist of payment for the following items at their respective bid prices.

(1) Base Course Broken Stone
(2) Top Course Broken Stone
(3) Maintenance Materials in Stock Pile.

The quantities of each of the above mentioned items to be paid for shall be the number of cubic yards of each furnished as herein specified, measurement of the surfacing materials to be "loose measure" aboard trucks or other conveyances at the points of loading, and measurement of the maintenance materials to be "In Place" in the stock piles.

FILLING ROCK SUBGRADE

Those sections of subgrade which are rocky and irregular shall, if the Engineer so orders, be filled and made smooth by having spread upon them a course of suitable earth material. Under Alternate "A", this work shall be performed by the contractor, and the materials shall be obtained, hauled and deposited and spread in accordance with the same provisions as apply to the furnishing, hauling and spreading of "Filler".

Payment for the furnishing, hauling and spreading of the materials used to fill the subgrade as above provided, shall be made on the same basis and at the same prices as apply to the furnishing, hauling and spreading of "Filler". The bid quantities covering same are included in the bid items "Filler and "Filler-haul".

MISCELLANEOUS PROVISIONS

Rate of Progress:

Actual production of surfacing materials shall be commenced not later than July 15th, 1924, and shall proceed continuously thereafter at a rate not less than two hundred (200) cubic yards per day on Unit No. 1, and at a rate not less than two hundred and fifty (250) cubic yards per day on Unit No. 2.

Blading Equipment:

For the performance of the blading work incidental to the construction of the surfacing as above specified under Alternate "A", the contractor shall have in operation upon each unit during the whole of the time that construction is in progress, all of the following described blading equipment an d such additional equipment of that kind as may be necessary to produce the specified results.

(1) Two light blade graders to be used in the spreading of the surfacing and filler materials.

(2) One heavy, eight (8) foot blade grader to be used in incorporating filler with the surfacing materials, and in keeping the surfacing maintained and shaped up under traffic.

(3) Such numbers of trucks, tractors and / or teams as are required to efficiently operate the above listed graders.

The heavy eight-foot grader shall be equipped with rubber tires. All equipment shall be in good condition when brought onto the work and shall be maintained in good repair at all times.

In case two crushing plants should be operated upon one unit, two complete sets of blading equipment shall be furnished and operated on that unit.

Hauling of Contractor's Equipment, Etc.

During such time as the State Highway Commission may have trucks on the work for the hauling of surfacing materials, it will do for the contractor such hauling work as may be necessary in connection with his part of the work. For such hauling the State Highway Commission will be reimbursed by the contractor, at the current trucking rates.

Contractor to Provide Camp Accomodations:

The contractor shall provide a clean and sanitary camp at which men employed by the State in the conduct of the part of the work to be handled by the State, can secure board and sleeping accomodations.

Board and sleeping accomodations furnished state employees shall be as good as is furnished in the best construction camps, and shall be charged for at the current rates.

Provisions for Traffic:

The section of road to be surfaced under this contract shall be kept open to traffic, and the operations of both the contractor and the State shall be handled so as to cause as little inconvenience to the travelling public as is practicable.

Contractor to Bear Extra Expense
Resulting from Failure to Complete:

In case the contractor fails to complete the construction of the surfacing or the furnishing of broken stone for same, prior

to December 31st, 1924, he shall bear the expense of maintaining, through the winter and spring months, all unsurfaced portions of the project and all sections of uncompleted surfacing. He shall also bear the expense of all regrading, scarifying and reshaping work required to be done in the spring to place the unsurfaced portion of the project in condition to receive surfacing and to place the uncompleted sections of surfacing in condition to receive additional materials.

Maintenance as above specified shall include all blading and dragging work necessary to keep the roadbed and surfacing shaped up and free from ruts, and such other work as may be necessary to keep the road open and in usable condition.

In case the contractor fails to complete as specified, he shall also bear whatever expense is incurred by the State in storing and looking after its trucks and other equipment during the winter shut-down, or whatever expense is incurred in bringing the trucks and other equipment to the Salem shops for storage and overhauling, and of returning same to the job in the spring.

******

— CC#130 CC 09-89

5306.01

March 26, 1924.

Mr. H. A. Mueller,
Tygh Valley, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of the 25th inst. enclosing copies of your claims against Elliott, Scoggin & Paquet, Logan Brothers and Kerson Camp, which claims amount to $111.90, $95.19 and $21.75 respectively.

Replying to your letter will say that it is the requirement of the State Highway Commission that all contractors on state highway work furnish a bond for the protection of all labor and material claims in connection with the project upon which they are employed. Elliott, Scoggin & Paquet furnished such a bond in connection with both of their contracts near Tygh Valley. The surety on the bond in each instance is the Hartford Accident & Indemnity Company, the agents for whom are A. W. Lambert & Son, 404 N. Alder Street, Portland, Oregon.

Would suggest that you file your claim with this company where it will no doubt be given consideration. Following our usual practice in matters of this kind we are today advising the surety company of the existence of your claim.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LH

Tygh Valley Ore 1924

May 25 24 an[illegible] Paquet Co

Dr.

Tygh Valley Ore

Oregon State Highway Co
Salem Ore

Dear Sir

I am inclosing Statment
of account of Elliott Logan
& Paquet Co for Merchan
dise Purchased as
per Statment Inclosed
they do not Deny the
Bill but do not Pay
so you can understand
and may be able
to Render Some Assistance
in Collecting Same
as I have not much
Capital to Build Highways
With. Yours Truly
H. G. Miller

ndise	59	85
	38	10
	20	95
	$111	90

rried on.

Resident Engineer Peck, show your
ry lax, indeed, your daily average
ous show as follows:

Miles Covered	Miles Completed	Comp [illegible]ept Fin.	Ave.Men	Average Teams
Tygh Grade 5½	1.5	3.0	55	6
Tygh Valley 5½	1.0	4.0	23	7

In view of the above and by making comparison with forces employed on similar work, in that vicinity, it seems that your efforts along the lines of organisation have not been to the best advantage to all concerned, and I can see no reason why, you do not at this time increase your forces to the limit, in order that the work progress in a satisfactory manner, and you will

Mar 05 1924

Mr Elliott Sloggan & Lagunitas

To Thos Miller **Dr.**

Terms 30 days net Tyghe Valley Cal

Billheads No 1914

Dec 28	Account for Merchandise		59 85
Jan 24	"	"	38 10
Feb	"	"	20 95
	Total		$111 90

is visited every day ... very favorable this year, there not having ... actual construction could not have been carried on.

The weekly reports received from Resident Engineer Peck, show your initiative in pressing this work to be very lax, indeed, your daily average of forces for the eleven weeks just previous show as follows:

Miles Covered	Miles Completed	Comp Except Fin.	Ave.Men	Average Teams
		3.0	55	6
Tygh Grade 5½	1.5	4.0	23	7
Tygh Valley 5½	1.0			

In view of the above and by making comparison with forces employed on similar work, in that vicinity, it seems that your efforts along the line of organisation have not been to the best advantage to all concerned, and can see no reason why, you do not at this time increase your forces to the limit, in order that the work progress in a satisfactory manner, and you

May 20 1924

111 Logan Bros by Order of Elliott Sedgan & Pagnet Co

To [illegible] Dr.

Terms 30 Days Net Tygh Valley Ore

Billheads No 1914

Dec	account	for	Merchandise	36	40
Jan	"	"	"	51	82
Feb	"	"	"	2	97
			Toatle	$91.	19

very favorable this year, there not having been [illegible] actual construction could not have been carried on.

The weekly reports received from Resident Engineer Peck, show your initiative in pressing this work to be very lax, indeed, your daily average of forces for the eleven weeks just previous show as follows:

Miles Covered	Miles Completed	Comp Except Fin.	Ave.Men	Average Teams
Tygh Grade 5½	1.5	3.0	55	6
Tygh Valley 5½	1.0	4.0	23	7

In view of the above and by making comparison with forces employed on similar work, in that vicinity, it seems that your efforts along the lines of organization have not been to the best advantage to all concerned, and I can see no reason why, you do not at this time increase your forces to the limit, in order that the work progress in a satisfactory manner, and you will

Mar 05 1929

111 Kenzon amt by Orders of E.S.t Co

To H.G. Mueller Dr.

Terms 30 Days net Tygh Valley Ore

Billheads No 1914

Del account for Merchandise	21	75

very favorable this year, there not having been but a very few days that actual construction could not have been carried on.

The weekly reports received from Resident Engineer Peck, show your initiative in pressing this work to be very lax, indeed, your daily average of forces for the eleven weeks just previous show as follows:

Miles Covered	Miles Completed	Comp Except Fin.	Ave.Men	Average Teams
Tygh Grade 5¼	1.5	3.0	55	6
Tygh Valley 5¼	1.0	4.0	23	7

In view of the above and by making comparison with forces employed on similar work, in that vicinity, it seems that your efforts along the line of organization have not been to the best advantage to all concerned, and I can see no reason why, you do not at this time increase your forces to the limit, in order that the work progress in a satisfactory manner, and you will

P989

NOTED
R.A.K.

FEB 19 1924

The Dalles, Oregon - February 14, 1924

Messrs Elliott, Scoggin & Paquet,
McKay Building,
Portland, Oregon.

Gentlemen:

The object of this letter is to remind you that the time limit on your contracts, No. 634, Tygh Valley Section and No. 630, Tygh Grade Section, of The Dalles-California Highway will expire April so, 1924, and which date, as you know, is exactly six months later than your original contract time, the same having been extended to you in compensation of the good faith shown by yourselves at that time, the circumstances in connection with the labor situation having also been taken into consideration.

This contract was let at a time, which we surely believe, could be completed, anyway by early spring this year, the idea being to have this section put on the programe for surfacing at this time.

It now appears to me, that with the present forces you are using, the same can not be completed until late summer. The labor market is overrun at this time, there are any number of men looking for work, as my office is visted every day by numbers of them. The weather, as you know, has been very favorable this year, there not having been but a very few days that actual construction could not have been carried on.

The weekly reports received from Resident Engineer Peck, show your initiative in pressing this work to be very lax, indeed, your daily average of forces for the eleven weeks just previous show as follows:

Miles Covered	Miles Completed	Comp Except Fin.	Ave.Men	Average Teams
Tygh Grade 5½	1.5	3.0	55	6
Tygh Valley 5¾	1.0	4.0	23	7

In view of the above and by making comparison with forces employed on similar work, in that vicinity, it seems that your efforts along the lines of organisation have not been to the best advantage to all concerned, and I can see no reason why, you do not at this time increase your forces to the limit, in order that the work progress in a satisfactory manner, and you will

appreciate the fact, that knowing the actual conditions of the labor market, weather, etc., it will be difficult for me to recommend another extension of time, beyond April 30, 1924.

Your earnest consideration of the above is most urgently requested.

Yours very truly,

C. W. Wanzer,
Division Engineer.

CWW-vc

cc R. A. Klein
County Court

OREGON STATE HIGHWAY DEPARTMENT

PROJECT NO. 89.

Tygh Grade Section of The Dalles-California Highway
in Wasco County.

(Estimate as basis for modified agreement to eliminate surfacing. Based on contract prices.)

Salem, Oregon, October 10, 1925.

All required	Clearing and Grubbing		$	250.00
30,000 cu.yds.	Common Excavation		.40	12,000.00
160,000 " "	Solid Rock Excavation		.95	152,000.00
76,000 Sta. yds.	Overhaul		.04	3,040.00
2,300 lin.ft.	12" Corr. Galv.Iron Pipe		1.50	3,450.00
650 " "	18" " " " "		2.50	1,625.00
330 " "	24" " " " "		3.50	1,155.00
80 " "	36" " " " "		6.00	480.00
490 Cu. Yds.	Class "A" Concrete		28.00	13,720.00
71 " "	Class "C" Concrete		30.00	2,130.00
47,000 lbs.	Metal Reinforcement.		.08	3,760.00
100 Cu. Yds.	Rip Rap		2.00	200.00
		Sub-total		193,810.00
		10% Engr. & Cont.		19,381.00
		Total		$ 213,191.00

Length of Project 6.0 Miles.

Cost per mile $35,531.83

State Funds Available $ 103,144.88

Federal Aid Requested 110,046.12

$ 213,191.00

Federal Aid Recommended---------- (51.61855%)

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS.
DISTRICT No. 1.

IN YOUR REPLY PLEASE REFER TO FILE No.------

POST OFFICE BUILDING,
PORTLAND, OREG.

January 18, 1924.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The modified project agreement and certificate have been executed covering Oregon 89, Tygh Grade section of The Dalles-California Highway. We enclose herewith an original copy each of the agreement and certificate for your files

Yours very truly,
C. H. PURCELL, District Engineer,

By [signature] Acting

RECEIVED
JAN 18 1924

...eral Aid Project No. 89.

MODIFICATION OF PROJECT AGREEMENT.

WHEREAS, by that certain project agreement signed on June 30, 1923, by the State Highway Commission of Oregon, and on July 24, 1923, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 89; and

WHEREAS, the said State Highway Commission has requested approval for a revision of the plans and specifications approved for said project to eliminate therefrom the construction of gravel surface, and by reason thereof has requested that the estimate of cost approved for said project be reduced from $259,215.00 to $213,191.00;

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon, and the Secretary of Agriculture that the plans and specifications approved for said project be revised in the manner above recited and that the said project agreement be amended as follows:

To Article III shall be added paragraph (c) to read:

> "(c) The Highway Department hereby agrees that within a reasonable time after the completion of the improvement contemplated under this agreement it will provide a surfacing adequate to meet the traffic requirements, and without Federal Aid."

Article IV shall read:

> "Article IV . The United States prorata share of the cost of said project shall not in any event exceed (a) the said sum of one hundred ten thousand, forty-six and 12/100 dollars, certified to the Secretary of the Treasury as above mentioned, being less than 51.13673 per cent of two hundred thirteen thousand, one hundred ninety-one and 00/100 dollars ($213,191.00), the approved total estimated cost of said project, nor (b) the said per centum of the value of the labor and materials which shall have been actually put into the construction of said project in conformity to said plans and specifications."

...Chief Clerk.

Except as herein specifically modified the said project agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon on the 27th day of November, 1923, and the Secretary of Agriculture on the 29th day of December, 1923.

STATE HIGHWAY COMMISSION OF OREGON

By _____
Chairman, State Highway Commission

By _____
Member, State Highway Commission

By _____
Member, State Highway Commission

_____
Acting Secretary of Agriculture

of Approval of Plans, Specifications and Estimates
to cover Oregon Federal Aid ect No. 89)

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(*Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, as amended by "An Act making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," approved February 28, 1919, and by "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," approved November 9, 1921 (42 Stat.. 212).*)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between a point two miles north of Tygh Valley at the north end of Oregon Federal Aid Project No. 88 and a point near the center of Section 10, T. 3 S., R. 13 E., about two miles east of Kingsley locally known as the Tygh Grade Section of The Dalles-California Highway in Wasco County, and designated in the records of this Department as Project No. 89, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $213,191.00 as the total estimated cost of said project, and the sum of $110,046.12 as the share of the United States, payable under said acts on account of such project, which does not exceed 51.13675 per cent of said total estimated cost.

Done in the District of Columbia, this 29th day of December one thousand nine hundred and Twenty-three, as witness my hand and the seal of the Department of Agriculture.

Howard Gore

ACTING *Secretary of Agriculture.*

GOVERNMENT PRINTING OFFICE 8—4820

(47)

Gr

ARLINGTON LUMBER COMPANY. PR 8.9

November 24, 1923

Arlington Lumber Company,
Condon, Oregon.

Attention Mr. E. J. Clough, Manager.

Gentlemen:

In reply to your letter of the 22nd inst. requesting information regarding payments to Elliott, Scoggin & Paquet, contractors on the Tygh Valley and Tygh Grade Sections of The Dalles-California Highway, please be advised that the last three payments in connection with each of the contracts was made on the following dates, the dates representing the days upon which the warrant was mailed to the contractor:

Contract No. 630, grading Tygh Grade Section, estimate No. 5, warrant for $6,908.34, mailed August 30, 1923;

Estimate No. 6, warrant for $3,148.[illegible], mailed September 29;

Estimate No. 7, warrant for $3,598.60, mailed October 27, 1923.

Contract No. 632, grading Tygh Valley Section, Estimate No. 5, warrant for $1,081.01, mailed September 14, 1923;

Estimate No. 6, warrant for $2,430.96, mailed September 29, 1923;

Estimate No. 7, warrant for $2,365.44, mailed October 30, 1923.

Estimates are prepared monthly covering work accomplished during that month and payments are made each month for the amount of work accomplished as shown on the monthly estimates, minus the amount which it is our practice to retain until completion of the contract.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Chief Clerk.

HEG:LH

ARLINGTON LUMBER COMPANY

GRAIN, LUMBER, POSTS, WOOD, DOORS, WINDOWS,
SHINGLES, BUILDING MATERIAL

E. J. CLOUGH, MANAGER

CONDON, OREGON

November 22, 1923.

Mr. Roy Kline,
Sec. State Highway Commission,
Salem, Oregon.

My dear Mr. Kline:

We are interested in collecting a bill from a sub contractor under Elliott, Scoggins & Paquet who are working on the Oregon-California Highway near Tygh Valley.

These parties claim certain amounts are due them from Elliott, Scoggins, & Paquet but for some reason they are holding the payments back. If consistent, please advise if Elliott, Scoggins & Paquet are receiving the pro rata payments as the work is being completed as we desire to protect ourselves if these payments are being made.

Yours truly,
Arlington Lumber Co.,
By: E J Clough.

ANSWERED
H. B. G.

EJC:B

#630-Tygh [illegible] — #5-$69[illegible]4 - Aug-30-23
#6-$314[illegible]5 - Sept-29-23
#1-$359.60 - Oct-27-23
#632 - Tygh [illegible] — #3-$1,081.01 - Sept-14-23
#6-$2,430.96 - Sept-29-23
#7-$235.44 - Oct-30-23

RECEIVED
NOV 24 1923

FORM 24 25684 TOM-10-23

WILLIAM DUBY, BAKER, CHAIRMAN
[illegible] DUZER, PORTLAND
[illegible] MALONE, CORVALLIS
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

PR89

The Dalles, Oregon November 15, 1923

[illegible] NOV 16 1923
STATE

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Referring further to the matter of the elimination of the 4 x 6 culvert at Station 840, on the Tygh Grade Section of The Dalles-California Highway, my letter of November 9th to Messrs Elliott, Scoggin & Paquet, I am enclosing herewith a copy of letter from them in answer to the same, for your information.

Yours very truly,

C. W. Wanzer

C. W. Wanzer,
Division Engineer.

Encl.
CWW/vc

cc J. E. Peck.

Portland, Oregon November 13, 1923

Mr. C. W. Wanzer,
Division Engineer,
State Highway Commission,
Courthouse,
The Dalles, Oregon.

Dear Sir:

Referring to your letter of November 9th in the matter of the elimination of the 4 x 6 culvert at Sta. 846 on the Tygh Grade Section of The Dalles-California Highway, and the substitution therefor of 36" re-enforced concrete pipe, will state that it is agreeable to us to meet the conditions outlined in your letter of above date, that is, to put in the 36" re-enforced concrete pipe, and in connection there-with desire the length of culvert pipe required.

Yours very truly,

ELLIOTT, SCOGGIN & PAQUET

By (Signed) Geo. Scoggin

RECEIVED
NOV 16 1923

Rec'd Nov 10 1923
Commission

PR 89

The Dalles, Oregon November 9, 1923

Elliott, Scoggin & Paquet,
McKay Building,
Portland, Oregon.

Gentlemen:

Referring to the matter of the elimination of the 4 x 6 culvert at Station 840, on the Tygh Grade Section, which we recently discussed with you. Please be advised that I have taken the matter up with Mr. R. A. Klein, State Highway Engineer, and who appreciates the difficulties under which you would have to work in order to construct this culvert. As originally proposed in the contract and the further fact that by eliminating the said culvert and substituting thereof a 36 inch corrugated iron pipe under the fill, we would benefit by the saving in the cost thereof, which we naturally would like to do.

However, he is of the opinion that a light corrugated iron pipe under a forty foot fill would hardly be good engineering, being afraid that the same might collapse, and also is afraid that in a short time sand and soil would filter in to the rock embankment and fill the voids thereof so that the open drain could not be maintained.

However he states that if I am still of the opinion that it is not necessary to construct this reinforced culvert, he would be willing to eliminate the same along the lines that we have talked over, providing that reinforced concrete pipe is used instead of the corrugated pipe, in which case, it would be advisable to bed this pipe in concrete at the joints to insure against breakage.

You have in your bid or contract, an alternate price of $7.50 per lineal foot for 36 inch concrete pipe. If you are willing to substitute 36 inch concrete pipe through the base of the fill at the above named figure, we will allow you for the extra work of bedding this pipe in concrete at the joints, but all other expenses connected with this proposed construction, to be at unit price and you to take care of and make no claims for the materials all ready ordered and on the ground for the construction of the originally proposed reinforced concrete culvert and to agree to hand place the rock and boulders, and key the same in to a depth over the concrete pipe that will preclude all possiblity of breakage from placing of the balance of the rock fill. In other words, to construct this fill along the lines that we discussed personally in every respect, except that now, at the request of Mr.

Klein, you substitute concrete pipe for the corugated pipe. If this is done, I am satisfied that we will have no trouble later on and will be a saving to both you and the State.

If you are willing to meet these conditions, you are authorized to go ahead along that line outlined above. If not we will go into the matter further or fall back and carry out what was originally proposed at this point, namely, the original 6 x 4 reinforced concrete culvert. A prompt reply to the above is requested.

Very truly yours,

C. H. Bonner,
Division Engineer.

CHB/vc

cc R. A. Klein
J. E. Peck
A. F. Perrin

MARINI

November 7, 1923.

FR 89

Mr. C. W. Wanser,
Division Engineer,
The Dalles, Oregon.

Dear Sir:

I have read over very carefully your letter of recent date regarding the elimination of the 4x6 culvert at Station 840 on the Tygh Grade Section of The Dalles-California Highway.

I can appreciate the reason which brings up this matter, and if a saving of the amount you mention can be made consistent with good engineering practice, we, of course, wish to do it.

In looking over the plans for this culvert, I note that the estimated length is 120 feet, which I presume would mean that it is at least that length between slope stakes. If the plan which you propose of dumping in loose rock to make an open drain alongside of the pipe culvert is followed, this would mean that the water would have to percolate or seep through approximately 120 feet of rock fill. This is a long distance and it would seem that within a short time so much sand would filter in that the voids would be filled and the open drain would not be maintained. However, there are probably local conditions which have influenced your decision in this matter of which I am not advised, so that I would be pleased to have you discuss the matter further.

The original opening figured was 24 square feet and you are now proposing to reduce this to approximately one-quarter. It would seem that in the event that the substitution is made, a larger pipe should be placed.

My thought was that I would hesitate to place a light corrugated iron pipe under a 40 foot fill, which you mentioned in your letter, and in any event, were we to substitute a pipe, I would consent to it only on condition that concrete pipe was ordered. It might be advisable also to bed this pipe in concrete at the joints to insure against breakage. Also, of course, it would have to be hamiled very carefully and well covered before dumped upon.

Another point which appears to me is that my observation of the basalt rock in the Deschutes Canyon is that it breaks rather small in many instances, so that it is possible you would not get the large rock for a drain which you were considering.

I tried to call you on the telephone for two or three days to discuss the matter with you more at length, but you were away, and since I am leaving tonight, am writing this letter. Would be pleased to have you take up the matter with me when I get back, which will probably be Saturday evening.

Very truly yours,

RAK:HI

State Highway Engineer.

FORM 2A 28888 SH-9-23

WILLIAM DUBY, BAKER, CHAIRMAN
H. [illegible]UZER, PORTLAND
W. [illegible]ALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

33P[illegible] -

OREGON STATE HIGHWAY COMMISSION

SALEM

The Dalles, Ore. - November 2, 1923

[illegible] NOV 3 1923 [illegible]

33 P.M

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

On the Tygh Grade section of The Dalles-California Highway, now under contract, at Station 848/00, the contract calls for a 6 x 4 reinforced concrete culvert to be placed under a fill of approximately 40 feet in height.

It is my intention to eliminate this culvert, which would cost in the neighborhood of five or six thousand dollars, and to substitute therefore, a 36 inch corugated pipe to be placed at the bottom of the fill, and an additional 36 inch pipe to be placed ten feet below the finished grade of the fill, as an overflow or a factor of safety.

This fill spans a narrow gulch and will be made entirely out of solid rock excavation which will break in large pieces and really make an immense French drain. I doubt whether this fill will retain any water at all above the fill, even without the pipe being installed. Ordinarily there is very little water that comes down this gulch; the only water being when a quick runout due to quickly melting snow or warm rains upon the snow.

This gulch is so situated that it is almost impossible to get the concrete materials to this point and while the contractor has ordered his steel, cement and gravel, and has the same within a few miles of this location, he is more than willing to agree to stand this loss or use the material somewhere

By phone 5:30 P.M. Nov 7th approved use 36" concrete pipe as [illegible] that be delivered [illegible] Ck.

See also my letter Nov 7, 1923.

else and will be of no expense to the state. Also in agreeing to make this substitution, he will hand-place the boulders or rocks around the pipe in such a manner as to protect the same and key them in.

By this manner of construction and changing to a corugated pipe drain, we will save approximately $5,000.00 and I am confident will answer the same purpose.

This matter has been taken up with the Bureau of Public Roads and meets with their approval.

Yours very truly,

C. W. Wanzer,
Division Engineer.

Cww.vc

cc A. F. Morris
J. E. Peck

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

POST OFFICE BUILDING,
PORTLAND, OREG.

IN YOUR REPLY PLEASE

REFER TO FILE No.....

PTP89

August 8, 1923.

89

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The project agreement and certificate to cover Oregon Project No. 89, Tygh Grade section, have been executed. Enclosed herewith is an original copy each of the agreement and certificate for your files.

Yours very truly,
C. H. PURCELL, District Engineer,

By R. M. Davis
Acting

Form P. R. 2

State Oregon

Project No. 69

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

AMENDED FEBRUARY 28, 1919

AND

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

WASHINGTON
GOVERNMENT PRINTING OFFICE
1922

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 30th day of June, 1923

by and between the State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended by act approved February 28, 1919 (40 Stat., 1189), entitled "An Act Making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," and by Act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes":

Whereas the Highway Department of said State submitted on the 5th day of January, 1923, a project statement, which was approved by the Secretary on the 12th day of February, 1923, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 12th day of February 1923, and approved by the Secretary on the 24th day of July, 1923; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of one hundred ten thousand, forty-six and 12/100

dollars ($110,046.12) as the share of the United States payable under said act on account of said project, which does not exceed 61.13673 per cent of the total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT.

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State ..from sale of bonds authorized by Legislature under Chapter 175, Laws of 1917, and Chapter 31, Laws of 1920.....
(Include amount, date, and citation of act of legislature by which authorized.)

*(b) By the count..... of .....
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

such funds having been placed under the direct control of the Highway Department by .....
(State how placed under direct control of Highway Department.)

*(c) By the count..... of .....
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

*(d) .....

ROAD EMBRACED IN PROJECT.

ARTICLE II. This agreement covers the following road as described in detail in said surveys, plans, and specifications:

Between ..a point two miles north of Tygh Valley at the north end of Oregon Federal Aid Project No. 88 and a point near the center of Section 10, T. 3 S., R. 13 E., about two miles east of Kingsley.....terminal points, a distance of ...6.0..... miles, known locally as ..the Tygh Grade Section of The Dalles-California Highway in Wasco County.

CHARACTER AND METHOD OF CONSTRUCTION.

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.

(*b*) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT.

ARTICLE IV. The United States pro rata share of the cost of said project shall not in any event exceed

(*a*) the said sum of ....one hundred ten thousand, forty-six and 12/100.....

.....

dollars, certified to the Secretary of the Treasury as above mentioned, being .less than 61.13675.....

per cent of .....two hundred fifty-nine thousand, two hundred fifteen and 00/100.....

.....

dollars, the approved total estimated cost of said project, nor (*b*) the said per centum of the value of the labor and materials which shall have been actually put into the construction of said project in conformity to said plans and specifications.

PAYMENTS.

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of the said certified sum, or so much thereof as may be due under the terms hereof, to .....

.....
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the ..... (State or county.) of ..... (Name.)
(Strike out if not appropriate.)

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to .....

the State Treasurer
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State (State or county.) of Oregon (Name.) of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $ 18,341.02 per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT.

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: .....

RESOLUTION

In view of the fact that the State Highway Commission was authorized by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways.

IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 237 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT.

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: .....

RESOLUTION

In view of the fact that the State Highway Commission was authorized by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways.

IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 257 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties for which a suitable contract will be entered into, will be sufficient to maintain all state roads constructed by the State Highway Commission or jointly by the Commission and the Federal Department of Agriculture, as provided for in the Federal Aid Road Act, and

BE IT RESOLVED, that the state assumes responsibility to the Federal Government for the proper maintenance of all highways constructed in cooperation with the Federal Government under any federal act providing for cooperative road construction, the state to make whatever arrangements with the various counties it may deem necessary to meet this obligation in accordance with the laws of the state of Oregon and the Federal Aid Road Act, and any other Federal Law that may have been, or may be, enacted to further road improvement in the State of Oregon.

I, Roy A. Klein, duly appointed Secretary for the Oregon State Highway Commission, hereby certify the above resolution was unanimously adopted by the Oregon State Highway Commission, at its regular meeting held at Salem, Oregon, on August 7, 1917, all members being present and voting, and at a special meeting held in Portland on September 25, 1917, a majority being present and voting, when an amendment was made to the original resolution to make it read as above.

ROY A KLEIN

Secretary

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the .....
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: .....

(Include reference to statute authorizing .....
funds, probable amount annually available, and how will be placed under direct control of Highway Department.)

*(*b*) By the .....
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .....

(Include reference to statute authorizing .....
funds and probable amount annually available.)

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: .....

*(Strike out if not appropriate.)

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 24th day of July, 1923.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department.)

By .....
Chairman, State Highway Commission
(Title of officer.)

By I H Baldwin
Member, State Highway Commission
(Title of officer.)

[SEAL.]

By H A Moore
Member, State Highway Commission
(Title of officer.)

By .....
(Title of officer.)

By .....
(Title of officer.)

[SEAL.]

C W Ingalls
ACTING Secretary of Agriculture.

Form No. PR. 3.

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, as amended by "An Act making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," approved February 28, 1919, and by "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the Construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and other purposes," approved November 9, 1921 (42 Stat., 212).)

To—

The Secretary of the Treasury, And

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between a point two miles north of Tygh Valley at the north end of Oregon Federal Aid Project No. 88 and a point near the center of Section 10, T. 3 S., R. 13 E., about two miles east of Kingsley locally known as the Tygh Grade Section of The Dalles-California Highway in Wasco County, and designated in the records of this Department as Project No. 89, State of Oregon

Second. That in accordance with said provisions I have approved the sum of $ $259,215.00 as the total estimated cost of said project, and the sum of $ 110,046.13 as the share of the United States, payable under said acts on account of such project, which does not exceed 61.13673 per cent of said total cost.

Done in the District of Columbia, this 24th day of July one thousand nine hundred and Twenty-three, as witness my hand and the seal of the Department of Agriculture.

C. W. Pugsley
ACTING Secretary of Agriculture.

NC ED
R.A.K.

June 29, 1923.

Mr. B. A. Green,
517 Corbett Building,
Portland, Oregon.

PR #89

Dear Sir:

Receipt is acknowledged of your letter of June 27, with reference to a sub-contract held by certain parties for the performance of grading work between Stations 880 and 902 of the Tygh Grade Section of The Dalles-California Highway.

As requested, we are mailing to you, under separate cover, a certified copy of our contract with Elliott, Scoggin and Paquet, covering construction of the Tygh Grade Section. In your letter you make reference also to the Tygh Valley Section, but in view of the fact that the stations involved under the sub-contract held by your clients are wholly within the limits of the Tygh Grade Section, we are assuming that you will not need a copy of the contract for the Tygh Valley Section.

As regards the quantities of work performed between Stations 880 and 902, will say that our last monthly estimate in connection with the Tygh Grade contract, which estimate covers work performed to June 10, does not include any quantity between Stations 880 and 902. This does not, however, indicate positively, that no work was performed prior to June 10 between those station limits as our monthly estimates are necessarily only very approximate; and it is our general policy to have the quantities allowed on monthly estimates below rather than above what the actual final quantity will be.

You will be able to obtain an approximate estimate of work performed between Stations 880 and 902 by applying to our Resident Engineer, Mr. J. E. Peck at Tygh Valley. Any estimate that Mr. Peck may give you, however, will be subject to correction and change at any time prior to our final settlement with Elliott, Scoggin and Paquet. All estimates given

by resident engineers are subject to check in our main office after the completion of all work involved under the contract, and it is contrary to our practice to issue any official and authoritative estimates of quantities prior to the completion of *all* work.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer

JHP:AP

B. A. GREEN
ATTORNEY AND COUNSELOR
517 Corbett Building
PORTLAND, OREGON

June 27,1923.

RECEIVED
JUN 29 1923
STATE

State Highway Commission,
Salem, Oregon.

Gentlemen:

Will you please forward me at your earliest convenience, copy of contract and bond between the State Highway Commission and Elliott, Scoggins & Plaquet, relative to the construction of a Highway known as the Tygh Valley Section and the Tygh Grade Section of The Dalles-California Highway, in Wasco County, Oregon, beginning at Station 369x54.4 and ending at Station 979x42.6.

Also, advise me of the estimate made for the work done between stations 880 and902.

A controversy has arisen between the above named firm and the station men, to-wit:

J. Chiarelli
P. Pistilli
V. Poriee
J. Filice
S. Sevantino
J. Anardo
T. Catone

I am writing the above named firm this date and if settlement is not made, court action will be necessary, of which you will be advised in due time. Proper notice will be filed with your department.

Yours very truly,

BAG:P

ANSWERED
S. H. Probert

Form No. 39.

OREGON STATE HIGHWAY DEPARTMENT

NOTED R. A. K.

FIELD ENGINEER'S WEEKLY REPORT

Date April 14 - 1923

Job Name Tygh Grade

Week from 7 to 14

Mail Address Tygh Valley

Highway The Dalles Calif

Telegraph or Telephone Address " "

County Wasco Job Prefix 23 PM

Express and Freight Address " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

No change in conditions on this section since last Report.

Sub Contractor on Culverts is hauling in Sand and Gravel Plank for Box Culverts on this Sec have not Arrived yet.

Contractor has a Camp at Sta 950+0 but is not on it to This Date.

On Wednesday morning April 11th I met Mr Bolton and Owner of the property on the North end of this Section and Went over line and located a Cattle pass-Site which is to be Fenced on the East Side of the Road. This will be about Sta 747

RECORDED L. E. P.

NOTED W. A. K.

Signed

Title Res Engr

(See back of this sheet for instructions and detailed information.)

GRADING CONSTRUCTION

Total miles of grading on project 6 2

Miles completed 0

Miles completed except finishing 2

Miles covered by contractor's forces 2 2

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week .....men,

..... 2 .....teams, ...steam shovels

Grading work will be completed about Oct. 31. 1923.

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week .....men,

..... teams, ...trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem Office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

(NOTE.—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week .....men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

The Bureau of Public Roads,
Post Office Bldg.,
Portland, Oregon.

March 6, 1923.

PR - 89

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for project agreement on the Tygh Grade Section, Oregon Project #69.

You will recall that your office objected to the construction of a timber structure on this project, and we agreed to put in a reinforced concrete bridge. The design for this structure has not yet been made on account of weather conditions preventing the securing of the necessary field data. As soon as conditions permitthe securing of the necessary information, the design will be completed and submitted to you for your approval.

As the limitation per mile of Federal funds has been reached without including the cost of this structure, it does not appear desirable to hold up the execution of the project agreement until the bridge quantities can be ascertained and included with the estimate. For this reason, the estimate is being sent at this time.

Formal assurance is given that the concrete structure will be constructed. You will also note that the item of lumber and timber has been eliminated.

Very truly yours,

HERBERT NUNN
State Highway Engineer

By

Office Engineer

Dict. by J. W. De Bouza

MK

enc.

OREGON STATE HIGHWAY DEPARTMENT

PROJECT NO. 89

TYGH GRADE SECTION OF THE DALLES-CALIFORNIA HIGHWAY IN WASCO COUNTY.

(Estimate as basis for project agreement. Grading based on Contract prices)

Salem, Oregon, March 6, 1923.

Grading

All Required		Clearing & Grubbing			$ 250.00
30,000	Cu. Yds.	Common Excavation	.40	.40	12,000.00
160,000	" "	Solid Rock Excavation	.95	.95	152,000.00
76,000	Sta. Yds.	Overhaul	.04	.04	3,040.00
2,300	Lin. Ft.	12" Corr. Galv. Iron Pipe		1.50	3,450.00
650	" "	18" " " " "		2.50	1,625.00
330	" "	24" " " " "		3.50	1,155.00
80	" "	36" " " " "		6.00	480.00
490	Cu. Yds.	Class "A" Concrete		28.00	13,720.00
71	" "	Class "C" Concrete		30.00	2,130.00
47,000	Lbs.	Metal Reinforcement		.08	3,760.00
100	Cu. Yds.	Rip Rap		2.00	200.00
					$193,810.00

Surfacing

8,350	Lin. Ft.	Guard Fence	1.00	8,350.00
13,000	Cu. Yds.	Surfacing	2.53	32,890.00
1,500	" "	Filler	.40	600.00
				$ 41,840.00

Length of project 6.0 Miles

Cost per mile $43,202.50

Sub-total	$ 235,650.00
10% Engr. & Cont.	23,565.00
	$ 259,215.00

State Funds Available	$149,168.88
Federal Aid Requested	110,046.12
	$ 259,215.00

PR&H

February 8th, 1923.

Mr. C. W. Wanser,
Division Engineer,
The Dalles, Oregon.

Dear Sir:

This is to inform you that in accordance with the recommendations of the Bureau of Public Roads, we have agreed to construct a reinforced concrete structure at Station 666 + 50 of the Tygh Grade Section instead of the wood structure called for by the plans.

Please arrange to have an investigation made of the conditions as they exist at the point where this structure is to be built, and if necessary, have prepared and submit to our Bridge Department a vicinity map of the site.

As soon as the type of structure is decided upon, I would suggest that you take up with the contractor the matter of unit prices to apply to its construction. We presume that the contractor will be willing to build this structure at the unit prices bid for Class "A" Concrete and Metal Reinforcement, but in case conditions are such that these prices are not equitable, then suitable prices should be agreed upon in writing before work is commenced.

Very truly yours,

HERBERT HUEN
State Highway Engineer

By

Office Engineer.

SHP:AP

cc Mr. C. B. McCullough,
Bridge Engineer, Office.

February 8th, 1923.

Mr. C. H. Purcell,
District Engineer,
U. S. Bureau of Public Roads,
Post Office Building,
PORTLAND, OREGON

PR #89

Dear Sir:

Reference is made to the inquiry of your Mr. Morse in regard to the twelve foot wood span structure called for at Station 666 + 50 on the plans for Federal Aid Project No. 89.

In view of the fact that this is the only wood structure called for by the plans for this project, and in accordance with Mr. Morse's recommendation, it has been decided to substitute for this wood structure, a structure of reinforced concrete, either a slab bridge structure or a box culvert as more careful investigation may show to be best suited to the conditions.

We shall make the necessary revisions in quantities in the project agreement estimate which we will submit within a few days. If any further action on our part is necessary before the plans can be forwarded with your approval, please advise.

Very truly yours,

HERBERT MUNN
State Highway Engineer

By

Office Engineer.

SHP:AP

Form No. 38.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Feb. 4, 1927

Job Name Tygh Grade

Week from Jan 28 to Feb 4.

Mail Address Tygh Valley, Ore.

Highway The Dalles California

Telegraph or Telephone Address Tygh

County Wasco Job Prefix 33 P.M.

Express and Freight Address Maupin Ore.

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Mr. C. H. Wanzer
Div Engr
The Dalles Ore
Dear Sir.

I have run check levels from station 910+00 to 735+00. The levels seem to be two feet off. So will have to recross section what I have done. The levels are off from station 800 down. But I can take it up in the grade line. Do you intend to keep me on the Residency. I would like to know so I can plan on the future.

Yours Very Truly

NOTED
MAR 1 1927

Signed C R Burns

Title Res Engr

(See back of this sheet for instructions and detailed information.)

GRADING CONSTRUCTION

Total miles of grading on project 6

Miles completed 0

Miles completed except finishing 0

Miles covered by contractor's forces 0

Miles cross-sectioned 1

Miles cross-sections completed and checked 0

Miles to be remeasured 0

Number men in Engineering Party 3

Contractor's average force for week 0 *men,*

teams, *steam shovels*

Grading work will be completed about

ROCK OR GRAVEL SURFACING

Total miles surfacing on project

Miles completed

Miles partially done

Average daily yardage placed this week

Average daily yardage necessary to complete on time

Contractor's average force for week *men,*

teams, *trucks*

Percentage of total required yardage now in place

Surfacing will be completed about

Number men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem Office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE.—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project

Miles paving completed

Average daily sq. yds. this week

Miles shoulders completed both sides

Contractor's average force for week *men,*

teams, *trucks*

Percentage of total required yardage now in place

Job will be completed about

Number men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job *Percentage*

Other jobs *Percentage*

Other jobs *Percentage*

Other jobs *Percentage*

January 27th, 1923.

Bureau of Public Roads,
Post Office Building,
Portland, Oregon.

P. R. 89

Gentlemen:

Herewith, we are enclosing six copies each of the estimate and unit price analysis and four copies of the special provisions on the Tygh Grade Section, Oregon Project No. 89.

Four blue print sets of plans are today going forward to you, under separate cover. Included with these, is one original set of the cross-sections. After your inspection of the project, we would be pleased to have you return these cross-sections to us and we will then furnish you with blue print copies of such sheets as you may desire for your permanent file.

Very truly yours,

HERBERT HUNT
State Highway Engineer

By

Office Engineer.

Dic by J. W. DeSousa.
AP
Enclosures.

Oregon State Highway Department

Project No. 89.

Zygh Grade Section of The Dalles-California Highway in Wasco County.

(Estimate with plans. Not as basis for project agreement)

Salem, Oregon, January 27, 1923.

All Required		Clearing and Grubbing		$ 900.00
30,000	Cu. Yds.	Common Excavation	.30	9,000.00
160,000	Cu. Yds.	Solid Rock Excavation	1.25	200,000.00
76,000	Sta. Yds.	Overhaul	.05	3,800.00
2,300	Lin. Ft.	12" Culvert Pipe	1.60	3,680.00
650	" "	18" Culvert Pipe	2.50	1,625.00
330	" "	24" Culvert Pipe	3.25	1,072.50
80	" "	36" Culvert Pipe	4.50	360.00
490	Cu. Yds.	Class "A" Concrete	35.00	17,150.00
71	" "	Class "C" Concrete	27.00	1,917.00
47,000	Lbs.	Metal Reinforcement	.10	4,700.00
100	Cu. Yds.	Rip Rap	2.25	225.00
8,350	Lin. Ft.	Guard Fence	1.00	8,350.00
4	M-FBM	Lumber and Timber	60.00	240.00
13,000	Cu. Yds.	Surfacing	2.53	32,890.00
1,500	" "	Filler	.40	600.00
		Sub-total		$ 286,509.50
		10% Engr. & Cont.		28,650.95
		Total		$ 315,160.45

Length of project 6.0 miles
Cost per mile $52,526.74

State Funds available	$313,160.45
Federal Aid Requested	2,000.00
	$ 315,160.45

Oregon State Highway Department

Project No. 89.

Tygh Grade Section of The Dalles-California Highway in Wasco County.

Analysis of estimated surfacing price

Royalty	$ .05
Quarrying & Crushing	1.45
Hauling (2.0 mi. @ .25)	.50
Spreading and finishing	.20
	$ 2.20
Profit	.35
Est. bid price	$ 2.55

SPECIAL PROVISIONS

Tyeh Grade Section, Grading

ALTERNATE BIDS ON CULVERT PIPE

Contractors are required to submit alternate bids on cement concrete and corrugated galvanized iron types of culvert pipe. The State Highway Commission will reject, as informal, any proposal which does not contain bid prices bor both types.

CLASSIFICATION OF EXCAVATION

Excavation will be classified under the "Two Classification Basis", outlined on Page 21 of the Standard Specification Form.

BROKEN STONE OR GRAVEL SURFACING

Preparation of Subgrade:

Before spreading the surfacing the contractor shall, by means of blades, graders, fresnoes, or other suitable equipment, shape up the roadbed, bringing same to uniform crown and grade, with a surface free from ruts, humps and depressions.

The subgrade shall be prepared only a short distance ahead of the surfacing operations, and after having once been prepared shall be maintained true to crown, grade, and uniform surface.

In no event shall any surfacing materials be placed upon any section of the subgrade which is not, in the opinion of the Engineer, in a condition suitable and satisfactory for surfacing.

Width, Thickness and Number of Courses:

The surfacing shall, in general, be constructed to the width, thickness and cross-section indicated on the plans, or on the typical cross-section sheet attached hereto. These features shall, however, be subject to such reasonable variation as the Engineer may order, to properly take care of varying character of subgrade and other un-uniform conditions that may exist or that may be encountered during the progress of the work.

Materials:

Materials for surfacing shall be sound, tough and durable broken stone or gravel. It shall be free from soft or disintegrated particles, clay, loam and other objectionable matter.

Sizes of Materials:

Materials for base course shall all pass a screen having one and one-half (1½) inch circular openings, and shall be well graded from the maximum size to dust.

Materials for the top course shall all pass a screen having one (1) inch circular openings, and shall be well graded from the maximum size to dust.

Means to Prevent Separation of Materials:

In the handling of materials the contractor shall use means which will prevent, as far as possible, a separation of the fine from the coarse materials. As far as possible materials in being transferred into stock piles, bins or vehicles shall be dropped vertically.

Hauling:

To assist in the compacting of surfacing materials, the contractor will be required, as far as practicable, to do his hauling over the surfacing as it is placed; to construct the surfacing beginning at the point of loading and working away from that point; and to construct the entire base course from any set up before beginning construction of the top course from that particular set up.

Dragging:

The contractor shall do such blading and dragging of both the base and top courses as may be necessary to bring them to a uniform grade and crown with a smooth and even surface and as may be necessary to maintain them free from ruts and true to the crown, grade and surface to which they are first constructed. They shall be so maintained until covered, or until all surfacing to be constructed under the contract is completed.

Finishing Shoulders and Cleaning Ditches:

After the surfacing has been placed and compacted, the earth shoulders shall be leveled down and the entire roadbed, inclusive of ditches, trimmed up so as to provide a uniformly crowned and well drained cross-section, as indicated on the plans. All excess excavated materials and all loose stones and rock fragments that may be dragged to the surface, shall be deposited on the sides of embankments or otherwise disposed of to the satisfaction of the Engineer.

Measurement and Payment:

Payment for the construction of surfacing as above specified shall be made at the price bid per cubic yard for surfacing of the particular class involved. The quantity

to be paid for shall be the number of cubic yards of cubic yards of surfacing materials furnished, delivered and incorporated in the work. Measurement shall be loose measure aboard trucks or other conveyances at the point of loading.

The unit price bid shall be understood to cover preparation of subgrade, the furnishing, screening, crushing, hauling, spreading and compacting of materials, the trimming of shoulders, the cleaning out of ditches, and all other work involved in the construction of the finished surfacing, at the grade and to the cross-section indicated on the plans, and in accordance with these provisions.

Any rolling or sprinkling that may be required will be paid for as "extra work" or will be done by state forces. Filler will be paid for as specified hereinafter.

FILLER

Where the engineer so directs, there shall be added to and incorpora ted with the surfacing materials, a "filler" of sand, loam or other suitable material. Materials for this purpose shall be obtained from such sources as the Engineer may select, and shall be dry and finely pulverized.

The course of surfacing in connection with which the filler is to be used, shall, immediately before the application of the filler, be shaped up and brought to uniform crown, cross section and grade, free from all ruts and inequalities. The filler shall then be spread uniformly over the course of surfacing, the spreading to be done by hand from piles of filler material dumped at convenient intervals alongside the work. The quantity of filler to be used shall be as the engineer may order.

In no case shall filler material be obtained from embankment shoulders, or slopes, and when filler material is obtained from within the right-of-way limits, the excavation therefor shall be left neatly trimmed and properly drained.

Filler shall be paid for at the price bid per cubic yard, loose measure, for that item. This price shall be understood to include and cover the excavation, hauling, and spreading of the filler material and the incorporation of same with the surfacing materials in accordance with these specifications; provided, however, that for such filler material as must be hauled more than five hundred (500) feet the contractor will be paid in addition to his bid price for filler a price for "filler-haul" of twenty-five (25) cents per cubic yard for each mile, or fraction thereof, of haul in excess of five hundred (500) feet.

When filler materials are obtained and hauled in such manner as to be not susceptible of accurate measurement, the quantity to be paid for shall be estimated by the engineer in such manner as appears to him to be most equitable.

6-10-22

STATE Oregon

PROJECT NO. 89
(Not to be filled in.)

Form P R 1
BUREAU OF PUBLIC ROADS
U. S. DEPT. OF AGR.

PROJECT STATEMENT

AS REQUIRED BY

FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916, AND AMENDED BY ACT APPROVED FEBRUARY 28, 1919.

(Date) January 5, 1925.

THE SECRETARY OF AGRICULTURE,
Washington, D. C

SIR:

The State of Oregon, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat. 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder, does hereby submit by its State Highway Commission constituting the State Highway Department of said State, this project statement for the rural post road herein described, which it is proposed to construct under the provisions of said Act and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Act. The work will be done under the direct supervision of the State Highway Department under authority of Chapter 31, Laws of 1920.

(Cite statutes and resolutions or orders giving Highway Department jurisdiction.)

, in strict conformity to the provisions of the said Act and to said Rules and Regulations. After construction of the said road it will be properly maintained by State Highway Department assumes responsibility for maintenance.

1. Local name of road Tygh Grade Section of The Dalles-California Highway
2. Located between Maupin and Dufur, County of Wasco
3. Points of beginning and ending 662/426 at foot of grade near Tygh Valley to Sta 979/426 at top of grade Sta 662/426 to 979/426
4. Length in miles (gross) 6.0 (net) 6.0

NOTE.—In preparing the Project Statement attention is directed to the Rules and Regulations. In all cases a sketch plan shall accompany statement.

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5. Miles of project used as post route _____; miles not used as post route _____

6. If a major portion of the project is not a post route, or if the project is not a "connecting link," give the facts showing the general status along the entire project as follows: Whether the country is thickly or sparsely settled; if the latter, the probability of increased settlement; the purposes for which the contiguous lands are used, their fertility and general character; whether desired for and capable of more intensive development; and such further facts as will tend to show the general character of the community in which the road is located and the need for and desirability of constructing or improving the same.

(Use additional sheets, if necessary, and indicate the sections referred to by same letters as on sketch map.)

7. Places on the project having a population of 2,500 or more as shown by the latest Federal census and mileage of each None

8. Tolls collected on roads or bridges on this project, if any None

9. Is project part of State's five-year program heretofore submitted? no

10. Purpose project will serve and relation it bears to the road system of the State. (See Reg. 3, Sec. 1, and Reg. 4, Sec. 1.) Portion of The Dalles-California Secondary Federal Aid Highway.

11. Improved roads adjacent or contiguous and type of each Unimproved earth road on north and south.

(Give distinguishing marks to identify on sketch map.)

12. Through traffic, approximate average daily number of (*a*) trucks 20, (*b*) passenger motor vehicles 50, and (*c*) horse-drawn vehicles 4

13. Local traffic, approximate average daily number of (*a*) trucks _____, (*b*) passenger motor vehicles _____, and (*c*) horse-drawn vehicles _____

14. Description and present condition of traveled way Unimproved earth road.

15. Proposed width of surfacing 18; feet between ditches 24; approximate maximum gradient 8 per cent.

16. Proposed type of construction grading and surfacing

17. Location, nature, and extent of deposits of local materials suitable for use on this project Sta 728 and 765

(Where practicable show by distinguishing marks on sketch map.)

18. Location and length of each bridge to be built or rebuilt requiring a length of more than 20 feet

None

(Designate each by the same distinguishing marks as on sketch map.)

19. State's share of cost of construction will be provided by State

(State or (and) county.)

20. Amount of funds which are / will be available for construction: (*a*) State $243,361.60 and any additional amounts required. Sale of bonds authorized.

(Amount.) (Source; refer to statute.)

(*b*) County

(Amount.) (Source; refer to statute.)

21. Funds for maintenance to be provided by State

(State or (and) county.)

RESOLUTION

In view of the fact that the State Highway Commission was authorized by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways;

IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 237 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties for which a suitable contract will be entered into, will be sufficient to maintain all state roads constructed by the State Highway Commission or jointly by the Commission and the Federal Department of Agriculture, as provided for in the Federal Aid Road Act; and

BE IT RESOLVED, that the state assumes responsibility to the Federal Government for the proper maintenance of all highways constructed in cooperation with the Federal Government under any federal act providing for cooperative road construction, the state to make whatever arrangements with the various counties it may deem necessary to meet this obligation in accordance with the laws of the State of Oregon and the Federal Aid Road Act,

19. State's share of cost of construction will be provided by State
(State or (and) county.)

20. Amount of funds which are / will be available for construction: (a) State $243,361.60 and any additional amounts required. Sale of bonds authorized.
(Amount.) (Source; refer to statute.)

(b) County
(Amount.) (Source; refer to statute.)

21. Funds for maintenance to be provided by State
(State or (and) county.)

RESOLUTION

In view of the fact that the State Highway Commission was authorized by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways;

IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 237 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties for which a suitable contract will be entered into, will be sufficient to maintain all state roads constructed by the State Highway Commission or jointly by the Commission and the Federal Department of Agriculture, as provided for in the Federal Aid Road Act; and

BE IT RESOLVED, that the state assumes responsibility to the Federal Government for the proper maintenance of all highways constructed in cooperation with the Federal Government under any federal act providing for cooperative road construction, the state to make whatever arrangements with the various counties it may deem necessary to meet this obligation in accordance with the laws of the State of Oregon and the Federal Aid Road Act, and any other Federal Law that may have been, or may be, enacted to further road improvement in the State of Oregon.

I, Roy A. Klein, duly appointed Secretary for the Oregon State Highway Commission, hereby certify that the above resolution was unanimously adopted by the Oregon State Highway Commission, at its regular meeting held at Salem, Oregon, on August 8, 1917, all members being present and voting, and at a special meeting held in Portland on September 25, 1917, a majority being present and voting, when an amendment was made to the original resolution to make it read as above.

Roy A. Klein

Secretary.

Department respecting the State funds which are or will be available for construction.....

.....

.....

23. List of attached or previously submitted certified copies of resolutions or orders by the county or other local subdivision of the State respecting the funds which are or will be available for construction and maintenance. (See Sec. 5, Reg. 4).....

.....

.....

.....

24. List of forms of the contract and of the contractor's bond attached hereto or previously submitted and proposed to be used in connection with this project State Highway Department standard forms of contract and contractors bond.

.....

.....

.....

25. Reconnaissance estimate of cost of project:

Made by ..... Date ....., 19.....

Approximate Quantity.	Unit.	Item.	Price.	Amount.
	Cu. yds.	Excavation, ...% rock		
	Sq. yds.	Surfacing of		
All Required		Clearing and Grubbing		900 00
39,000	cu. yds	Common Excavation	25	7,800 00
700	cu. yds	Intermediate Excavation	50	350 00
150,000	cu. yds	Solid Rock Excavation	90	135,000 00
75,000	cu. yds	Overhaul	05	3,750 00
		Structures of 20′ span or under		
		Structures over 20′ span		
13,000	cu. yds	Other items Broken Stone Surfacing	2 25	29,250 00
2,300	lin. ft.	12" Culvert Pipe	1 60	3,680 00
650	" "	18" " "	2 35	1,527 50
330	" "	24" " "	3 15	1,039 50
80	" "	36" " "	4 55	364 00
475	cu. yds	Class "A" Concrete	35 00	16,625 00
65	" "	Class "C" "	27 00	1,755 00
45,500	lbs.	Metal Reinforcement	10	4,550 00
100	cu. yds	Rip Rap	2 25	225 00
10,000	lin. ft.	Guard Fence	1 25	12,500 00
		Subtotal		223,056 00
		10% Engineering and Contingencies		22,305 60
		Total		245,361 60

Length, 6.0 miles.

Cost, $ 40,893.60 per mile.

This estimate approved by:

.....

(Title) Office Engineer

26. Amount of Federal aid desired .....

(State in lump sum or percentage, but not both.)

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27. Payment desired on completion or as work progresses as work progresses

28. Official, officials, or depository authorized by State law to receive public funds of the State or county and designated by the State Highway Department to receive Federal funds for this project Treasurer of the State of Oregon, Salem, Oregon.

29. Additional remarks

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

Oregon State Highway Department
(Official title of Highway Department.)

By

Chairman
(Title of officer.)

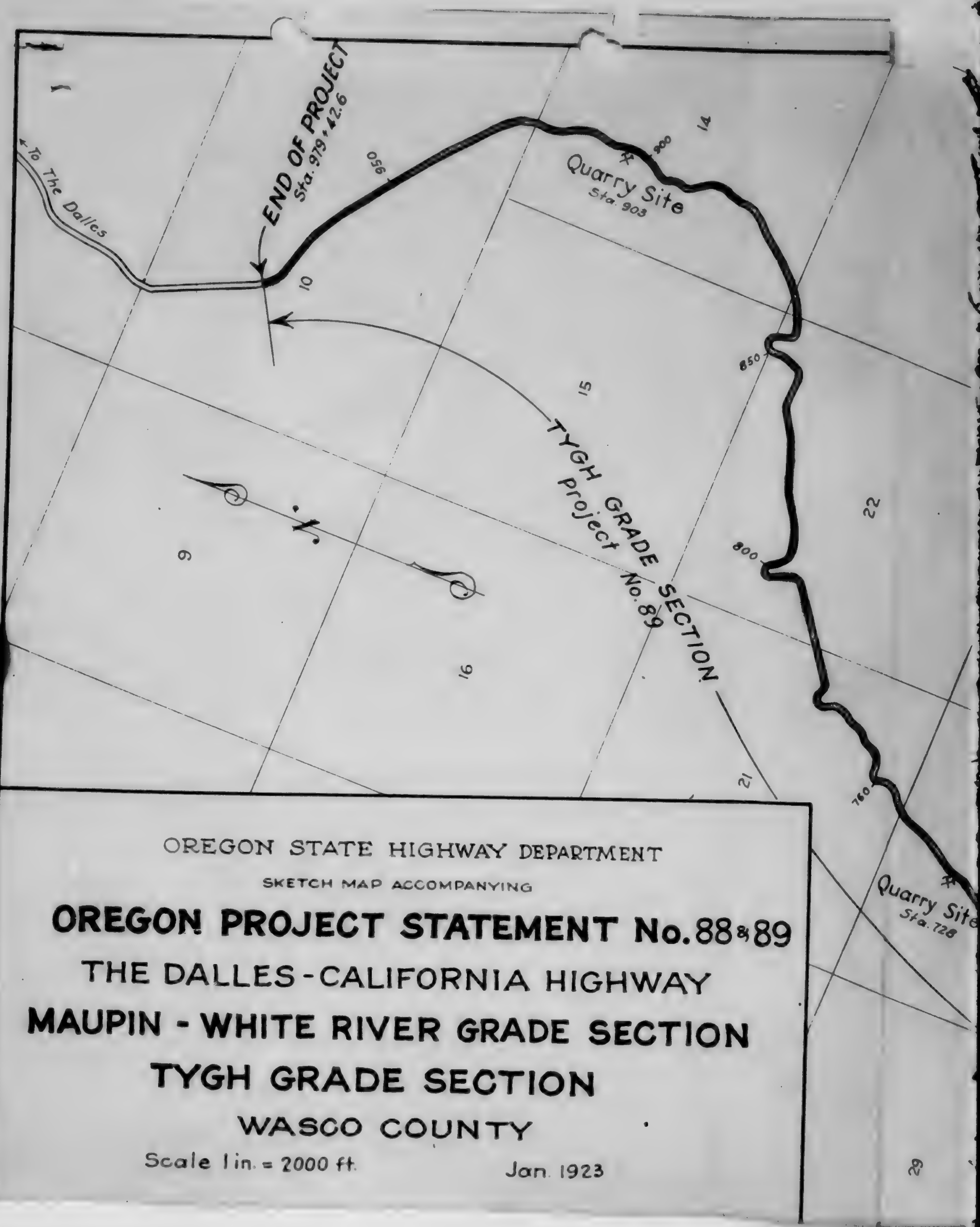
By

Commissioner
(Title of officer.)

By

Commissioner
(Title of officer.)

8—4256



OREGON STATE HIGHWAY DEPARTMENT

SKETCH MAP ACCOMPANYING

OREGON PROJECT STATEMENT No. 88 & 89

THE DALLES - CALIFORNIA HIGHWAY

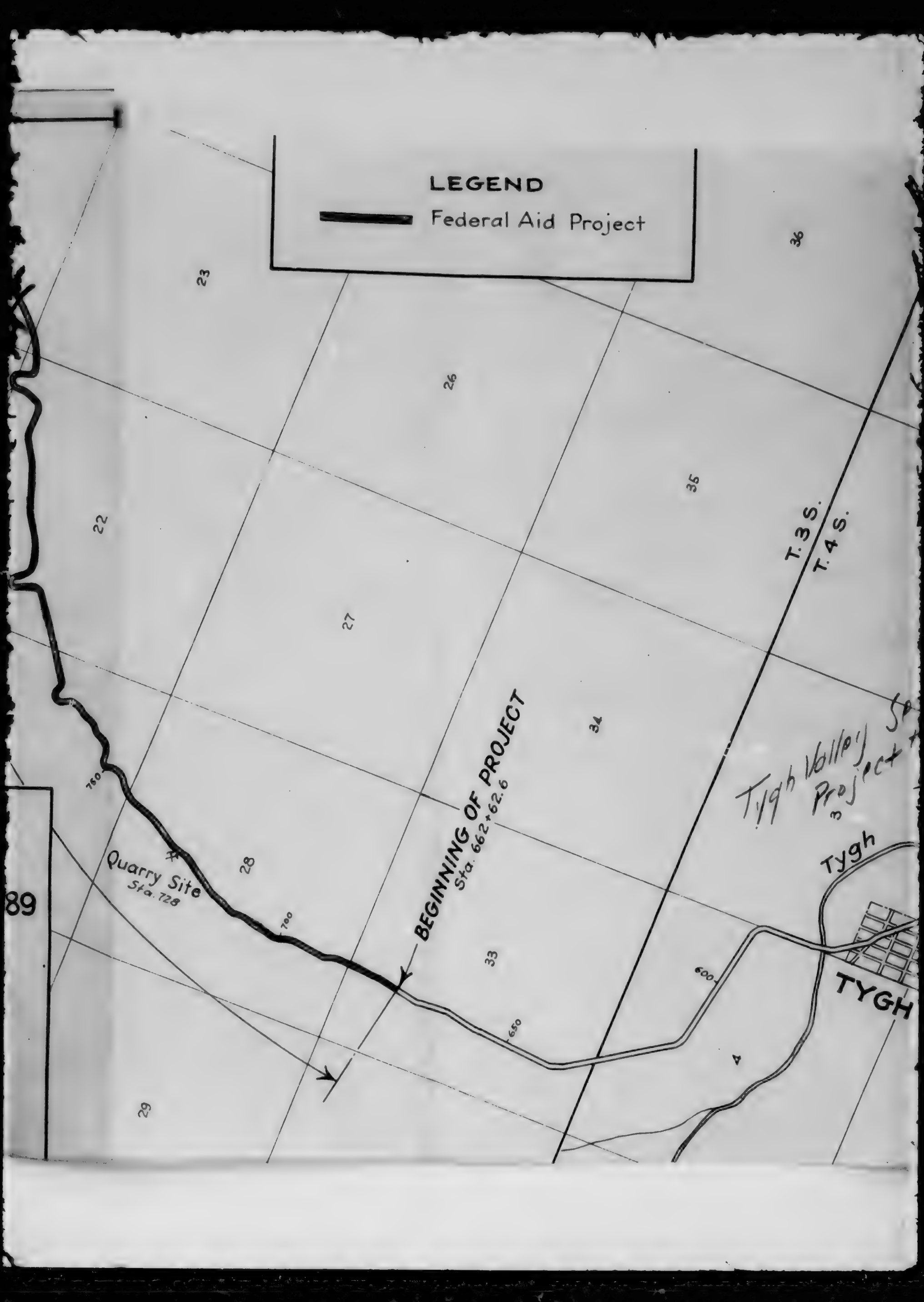
MAUPIN - WHITE RIVER GRADE SECTION

TYGH GRADE SECTION

WASCO COUNTY

Scale 1 in. = 2000 ft.

Jan. 1923


LEGEND
Federal Aid Project
23
26
35
36
22
27
34
T.3 S.
T.4 S.
Tygh Valley Project
Tygh
TYGH
BEGINNING OF PROJECT
Sta. 662+62.6
Quarry Site
Sta. 728
28
33
4
29
700
650
600
750
89

END OF PROJECT
Sta. 369+54.4

Quarry Site
Sta. 385

R. 14 E.
R. 13 E.

WHITE RIVER

Creek

TYGH VALLEY

18
23
22
14
15
7
12
13
11
10
1
2
9

350
400
450
500
550

MAUPIN
POP. 198

MAUPIN - WHITE RIVER GRADE SECTION
~~Project No: 88~~

Quarry Site
Sta. 160

T.4S.
T.5S.

29
19
30
31
32
24
300
25
250
36
200
150
100
50
26
35

Existing Overcrossing

To Madras

BEGINNING OF PROJECT Sta. 5+27

LS

O-W R.R.&N. Co.

OREGON TRUNK R.R.

DESCHUTES RIVER

9

100

50

150

32

MAUPIN POP. 198

Quarry Site Sta. 160

T.4S.

T.5S.

31

200

29

36

30

250

35

VER GRADE SECTION

CONTRACT# 631,699,
726,746,782,

PR 87 Paulina Prairie-Lava Butte 1923
SEE: PR 108A
631,699,726,746,782

782-1Pa-1
987

July 9, 1926.

Fidelity & Deposit Company of Maryland,
Hansen & Rowland, Inc. Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway contract No. 782 for the construction of the Lava Butte-Lapine Section of the Dalles-California Highway in Deschutes County, consisting of 19.34 miles of surfacing has been completed by the contractor, Geo. M. McDowell & Company and that final settlement will be made by the State with said contractor for work done under said contract on or after July 19th, 1926.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as surety on the bond furnished by said contractor. Kindly acknowledge receipt of this letter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

R. W. HAGOOD
ATTORNEY AT LAW
611 JOURNAL BUILDING
PORTLAND, OREGON

987

TELEPHONE: MAIN 7161

NOTED
State Highway Engineer

June 11th, 1926.

File - Lava Butte - Lapine Surfacing

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

RECEIVED
JUN 18 1926
STATE HIGHWAY ENGR.

Dear Sir:

I am in receipt of yours of June 10th enclosing copy of Mr. Mitchell's letter to Mr. Wanzer dealing with the justly famous Stock Pile matter.

Mr. Mitchell's statement of the case so far as I have been informed, and I have discussed it with Mr. McDowel, his engineer and his foreman on the job, is absolutely correct with but a single exception -- that he did cross-section the stock pile at the time that he made June allowance. All three of the men mentioned above are emphatic in their declarations that such is the case. Mr. McDowel and his engineer both tell me that at the time each estimate was made on this job that Mr. Mitchell was asked to cross-section the stock pile and that each time he told them that it was not necessary, that he knew what was going in there and that he was well within the limit of safety in making the allowance that he did.

However, further discussion of the matter is useless as I have long since realized that the case was lost before it was started. You may say to the Commission at the next meeting that we will not make any further appearance as our time is too valuable to permit us to attend a funeral more than twice.

Yours very truly,

RWH:C

R. W. Hagood

9987

June 10, 1926.

file

Major R. W. Hagood,
Attorney at Law,
Journal Building,
Portland, Oregon.

Dear Sir:

Relative to the claim of Geo. M. McDowell & Co., contract No. 782, for the Lava Butte-Lapine Section of The Dalles-California Highway, which was discussed at the last meeting of the Highway Commission, I am enclosing herewith a copy of the letter from Mr. J. H. Mitchell, Resident Engineer, which I did not have available at that meeting. This letter covers the matter of how he arrived at the quantities of maintenance materials in the stock pile shown in the several estimates.

The point which I wished to bring out in the discussion was that these amounts were not obtained as a result of measurement of the pile, but approximate quantities which were in the nature of an estimate from time to time. It is quite evident that these estimates were too large as disclosed by the actual measurement of the pile taken at the conclusion of the job.

Very truly yours,

State Highway Engineer.

RAK:HI

cc H. B. Van Duzer

MONTHLY ESTIMATES OF MAINTENANCE MATERIALS

LAVA BUTTE-LAPINE SURFACING PROJECT

Estimate No.	Date	Estimate of Quantity of Maint. Matls. in Stock Pile
1	June 10, 1925	1,000 cu.yds
2	July 10, 1925	1,000 cu.yds
3	August 10, 1925	1,000 cu.yds
4	September 10, 1925	1,500 cu.yds
5	October 10, 1925	2,000 cu.yds
6	November 10, 1925	2,500 cu.yds
7	Semi-final	1,575 cu.yds
8	Final	1,702.6 cu.yds

Salem, Oregon

April 28, 1926.

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON
March 23 1926

Mr Roy A.Klein
State Highway Engineer
Salem Oregon.

Dear Sir:-

Enclosed please find letter, as requested by you, signed by J.R.Mitchell, Resident Engineer in charge, the Geo.M. McDowell Contract #782 (surfacing the Lava Butte-Lapine Section of the Dalles California Highway) in regard as to how he arrived at the yardage of stock pile maintenance material as carried on his monthly estimates until he made the final cross-section measurement for final quantities (two or three days after the last material was placed in the stock pile) as called for in the contract.

Yours very truly
C. W. Wanzer
C.W.Wanzer
Division Engineer

CWW/C

HIGHWAY ENGINEER
AND SECRETARY

STATE HIGHWAY COMMISSION

SALEM

Bend, Ore, March 22nd, 1926

IN YOUR REPLY PLEASE

REFER TO FILE NO.....

Mr.C.W.Wanzer,
Division Engineer,
Bend,Ore.

Dear Sir:

With reference to the Geo.M.McDowell & Co. contract #782 for the Lava Butte-LaPine Sec.of The Dalles-California Highway.

This contract specified 4000 cu.yds. of Mainetnance Material to be stock piled,as there were no indications of the supply of rock becoming exhausted,but which eventually occured,the following estimates on this material were allowed, June 1000 cu.yds.,the stock pile was not measured,but the base had been placed on the road for something over a mile in advance of the top,as the materials were running about 50-50 it was assumed that the above amount would not be excessive.

For the Sept.Oct. and Nov.estimates 500 cu.yds. were allowed for each month,this was not from actual measurements,as maintenance material was not placed in stock pile only at such times as the trucks were unable to keep the bunkers clear.

A total of 2500 cu.yds. was estimated leaving 1500 cu.yds.to complete the contract,which amount would have been ample protection until such time as accurate measurements and computations could have been made,before final estimate was rendered,had not the supply become exhausted as stated above.

Very truly yours,

F. O. Whitehill

Resident Engineer.

Feb 2 1926

Mr Geo W.McDowell
521 Railway Exchange Bldg
Portland Oregon.

Dear Sir:-

Referring to your letter of Jan 8th in regard to the yardage of maintenance material as allowed in the Final Estimate by Resident Engineer Mr Mitchell under your Contract #782 for surfacing on the Dalles California Highway; I have gone into this matter pretty thoroughly and have talked over the question with you personally.

However my authority in the matter is limited by the Contract itself (beyond which I cannot go) and the Contract and Specification states that the maintenance material (unless hauled by trucks in which case the materials will be measured loose in trucks) will be measured <u>in place in the stock piles.</u>

This was done by Mr Mitchell, the yardage computed and allowed in the final estimate. I have had Mr Mitchell recheck his figures and you have had Mr C.M.Redfield remeasure the stock pile, who I believe corroborated Mr Mitchell's figures, in fact made the yardage a little less than that allowed in the final estimate, due probably to a little more settlement in the pile having taken place between the time Mr Mitchell measured the stock pile and when remeasured by Mr. Redfield. Mr Mitchell measured the stock pile within two or three days after you had placed your last load of material in the pile.

In view of the above and the paragraph in the specifications referred to, covering the measurement of the stock pile, I cannot do

otherwise than approve Mr Mitchell's figures as to the amount of maintenance material allowed in the final estimate.

Yours very truly

C.W.Wanzer
Division Engineer

CWW/C

otherwise than approve Mr Mitchell's figures as to the amount of maintenance material allowed in the final estimate.

Yours very truly

C.W.Wanzer
Division Engineer

cww/c

FORM 80 80162 M&O 10-25

COMMISSIONERS
WILLIAM RUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS

782 → 99 87

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

PR # 108-C

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

March 24 1926

Mr Roy A.Klein
State Highway Engineer
Salem Oregon.

Attention Mr Carl F.Smith

Dear Sir:-

Please refer to your letter March 20, re bill of Geo. M.McDowell & Co., Contract #782.

I am enclosing herewith, a statement in duplicate which I received this date from the Contractors and while the same as presented is a little out of the regular form of bill, I think it will answer the purpose as supporting data for the claim.

Should you require any additional information in connection with this please advise.

Yours truly

C.W.Wanzer

Division Engineer

By W M Hartsell.
Office Engineer

March 20, 1926

Mr. C.W. Wanser,
Division Engineer,
Bend, Oregon.

Dear Sir:

Please refer to your letter of February 2nd concerning the $105.00 force account bill in connection with contract No.782, George M. McDowell & Company. Your letter was accompanied by a copy of the bill and this has been turned over to this office by Mr. Probert.

As Mr. Probert says that the final payment on this contract will not be ready for release for a time at any rate, I am taking this opportunity of returning the copy of the bill requesting the name and the date on which the work amounting to $54.00, nine men @ $6.00 per day, was performed. This will be required by the Secretary of State.

Also the item of $20.00 for tractor, oil, gas and labor, must be fully itemized giving the laborers name, the date, the quantity of oil and gas and the unit price, in order that the Secretary of State's office may be able to determine how the amount of $20.00 is arrived at.

Also show the date on which the truck hire of $31.00 was incurred. If this information can be returned promptly there will be no delay when the payment is ready to write up.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
Auditor

CFS L

March 20, 1926.

Geo. M. McDowell & Co.,
Railway Exchange Building,
Portland, Oregon.

Gentlemen:

Receipt is acknowledged of your letter of March 12, making inquiry in regard to certain claims submitted by you in connection with the surfacing of the Lava Butte-Lapine Section.

The claim for $105.00 for the hauling of logs from the quarry site to the railroad was not paid on the voucher sent to you on March 4, for the reason that before it can be paid it will have to be supported by the names of the men engaged in the work, and the dates upon which they worked. The bill will be returned to you shortly with complete information as to the additional details that will be required. The inclusion of this claim in the voucher referred to would have meant several days' delay in the passage of the voucher, and as the amount involved is small, we thought that you would prefer to have the voucher passed without it.

The claim for rejected maintenance materials delivered alongside the road and which is to be later used in connection with oiling operations was taken care of in the voucher sent to you on March 4, by the allowance of 128 cubic yards of maintenance materials at $2.07 per cubic yard. The fact that this allowance was made was mentioned in our letter of March 4, transmitting the voucher referred to.

The claim for extra hauling upon material delivered beyond the limits of your contract was also taken care of in the voucher sent to you on March 4, by the allowance for 1008 yard miles of additional haul at 18 cents per yard mile. The fact that this allowance was made was also mentioned in our letter of March 4.

A comparison of your copy of the voucher sent to you on March 4 will enable you to check the explanations which we have here made.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

J. W. DeSousa
Assistant Office Engineer.

SHP:AP

GEO. M. McDOWELL & CO.
RAILWAY EXCHANGE BUILDING
PHONE BROADWAY 4574
PORTLAND, OREGON

GEO. M. McDOWELL
F. J. DUSSAULT

March 12, 1926

Mr. Roy A. Kline,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

I beg to acknowledge receipt today from you of draft for $4,137.74, being a part of the retained percentage held by the State in reference to my contract No. 782 surfacing Lava Butte-La Pine Section of The Dalles - California Highway.

Under date of Feb. 2nd I have a copy of a letter addressed to you from Mr. Wanzer in which he approves a claim that was presented to him for $105 for hauling logs from the quarry site to the railroad.

We also had before Mr. Wanzer and we understand that he has approved it, a claim for maintenance material delivered along side the road which he is going to use in relation to oiling the road this spring.

Also I have another claim in Mr. Wanzer's hands pertaining to extra haul for material delivered outside of our contract.

We understand that all of these claims have been approved by him and are wondering whether said approval has been received by your office for your consideration.

We assume that these matters will be taken into consideration by yourself and the commission at the time of their final decision on other matters which are pending before you in relation to this contract.

Yours very truly,

McD/M.
Ans S.H.P.

...AIRMAN
...RTLAND
...CORVALLIS

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER

BEND, OREGON

March 16 1926

Geo.M.McDowell & Co
Railway Exchange Bldg
Portland Oregon.

My Dear Mr McDowell:-

Referring to your letter of March 12th wherein you ask if I had approved a claim for some of the rejected material and the claim for hauling of material outside of your contract and if so, asking for a copy of my letter to the Salem Office in regard to the same.

I approved the bills for $181.44 and $264.96 respectively, February 16th 1926 and forwarded the same on that date to Mr Klein at Salem as per copy of letter of transmittal (herewith enclosed as per ypur request).

Yours very truly

C.W.Wanzer
Division Engineer

CWW/C

c/c Mr Roy A.Klein

March 4, 1926.

Geo. M. McDowell & Co.,
524 Railway Exchange Building,
Portland, Oregon.

Gentlemen:

There is enclosed herewith for your signature the revised estimate voucher covering the surfacing of the Lava Butte-Lapine Section of The Dalles-California Highway under Contract No. 782.

You will note that this voucher includes an additional 128 cubic yards of maintenance materials at $2.07 per cubic yard; also, payment is allowed for 1008 yard miles of additional haul of maintenance materials at 18 cents per yard mile, which is to reimburse you for the extra haul on the materials delivered between Station 695 and Station 800.

A special price agreement form covering this item of additional haul on maintenance materials is also enclosed herewith for your signature. We wish to call to your attention that it is essential that this form be signed by you and returned to this office before payment on the voucher can be allowed.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

J. W. DeSouza
Assistant Office Engineer .

Dict by J.W.Nash/AP

Encls.

ROY A KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER

BEND, OREGON

Feb 16 1926

Mr Roy A.Klein
State Highway Engineer
Salem Oregon.

Dear Sir:-

Enclosed please find bills of Geo M.McDowell & Co for $181.44 and 264.96 respectively, which I have approved and recommend be paid to the contractor Geo M.McDowell & Co., in settlement of their claims and which Mr McDowell has agreed to accept as payment in full for his claims of $336.96 and $666.42 respectively.

Kindly refer to my two letters to McDowell & Co, under date of Feb 2ond, copies of which were sent to you and which are self-explanatory.

Yours very truly
C. W. Wanzer
C.W.Wanzer
Division Engineer

Contract #782.

CWW/C

PORTLAND, OREGON, Feb. 4, 1926

State Highway Dept.,
Mr. C. W. Wanzer
Bend, Ore.

To **GEO. M. McDOWELL & CO.** Dr.

524 RAILWAY EXCHANGE BUILDING
PHONE BROADWAY 4574

YOUR ORDER NO.

OUR ORDER NO.

Claim re contract The Dalles - California Highway, Lava Butte - La Pine Section

TERMS

Mile	No. of Yds.		
~~1~~	~~8~~		
~~2~~	~~24~~		
~~3~~	~~4~~		
4	~~32~~	8	
5	~~44~~	12	
6	28		
7	~~24~~	36	
8	~~32~~	20	
~~10~~	~~8~~		
~~11~~	~~4~~		
12	~~4~~	16	
9		8	
	~~200~~	128	

"OK" 9 PA #1 - 531 J. Whitehead Res Engr 2-16-26

~~200 yds~~ 128 " @ $2.07 " $ ~~480 00~~ 264 96

Added 128 Estimate Subject to Adjustment

APPROVED
2644 96
C. W. Wanzer
DIVISION ENGINEER

Engr's Chg.
Ex. C. H. Wemme
Chief Engineer Deputy

PORTLAND, OREGON, Feb. 4, 1926

State Highway Dept.,
Mr. O. W. Walker
Bend, Ore.

To **GEO. M. McDOWELL & CO.** Dr.

524 RAILWAY EXCHANGE BUILDING
PHONE BROADWAY 4574

YOUR ORDER NO.

OUR ORDER NO.

Claim re contract The Dalles - California Highway, Lava Butte - La Pine Section

TERMS

Mile		No. of Yds.	
		8	
		16	
		8	
		32	9
		44	12
		28	
		24	36
		32	20
10		8	
11		4	
12		4	16
9		208	8/128

"OK" JPA 1-31
Whitehill
Res Engr
2-16-26

208 yds @ $2.07
128 " "

McDOWELL
2 6 26
C W Walker
DIVISION ENGINEER

$ 430 56
264 96

PORTLAND, OREGON, February 4, 1926

State Highway Department,
Mr. C. W. Wanzer, Division Engineer,
Bend, Oregon.

To **GEO. M. McDOWELL & CO.** Dr.

524 RAILWAY EXCHANGE BUILDING
PHONE BROADWAY 4574

YOUR ORDER NO. ____ Claim regarding contract The Dalles - California Highway Lave Butte - La Pine Section.

OUR ORDER NO. ____ TERMS ____

144 cu. yds. maintenance material @ 2.07	298 08
Cost of haul 144 yds. 13 miles @ $2.34 per yd.	336.96
	635 04
Less 144 cu yds allowed in final estimate @ $3.15	453.60
Balance due	$181 44

"OK"
9PA*1-555
J B Mitchell
Res Engr
2-16-26

Allowance on 1,008 yards miles of extra haul on final estimate
See agreement
181 44

PORTLAND, OREGON, February 4, 1926

State Highway Department,
Mr. C. W. Wanser, Division Engineer,
Bend, Oregon.

To **GEO. M. McDOWELL & CO.** Dr.

524 RAILWAY EXCHANGE BUILDING
PHONE BROADWAY 4574

YOUR ORDER NO. Claim regarding contract The Dalles - California Highway Lava Butte - La Pine Section.

OUR ORDER NO.

TERMS

144 cu. yds. maintenance material @ 2.07	298 08
Cost of haul 144 yds. 13 miles @ $2.34 per yd.	336.96
	635 04
Less 144 cu yds allowed in final estimate @ $3.15	453.60
Balance due	$181 44

"OK"
9PA#1-555
J. P. Mitchell
Res Engr
2-16-26

181.44

C. W. Wanser
ENG

February 6, 1926.

Mr. H. B. Van Duzer,
State Highway Commissioner,
455 Grand Avenue,
Portland, Oregon.

Dear Sir:

In regard to the final settlement with Mr. Geo. M. McDowell, on the surfacing contract between Bend and Lava Butte, the attached correspondence of Mr. Wanzer to Mr. McDowell is self-explanatory and covers our position in the various items on which an issue has been raised.

Very truly yours,

State Highway Engineer.

RAK:HI

MONTHLY ESTIMATES OF MAINTENANCE MATERIALS

LAVA BUTTE-LAPINE SURFACING PROJECT

Estimate No.	Date	Estimate of Quantity of Maint. Matls. in Stock Pile
1	June 10, 1925	1,000 cu.yds
2	July 10, 1925	1,000 cu.yds
3	August 10, 1925	1,000 cu.yds
4	September 10, 1925	1,500 cu.yds
5	October 10, 1925	2,000 cu.yds
6	November 10, 1925	2,500 cu.yds
7	Semi-final	1,575 cu.yds
8	Final	1,702.6 cu.yds

Salem, Oregon

April 28, 1926.

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER

BEND, OREGON

Feb 2 1925

Mr Roy A.Klein
State Highway Engineer
Salem Oregon.

Dear Sir:-

The attached bill of Geo M.McDowell & Co for $105.00 I have approved, it being a legitimate charge against Contract #782 for the surfacing of the Lava Butte- Lapine Section of the Dalles California Highway.

Under the Contract the State was to furnish the quarry site. This was located on property belonging to the Shelvin Hixon Co. The lumber company made no charge for the rock or quarry site, giving it to us free, the only stipulation being that whatever timber had to be cut, should be cut in logs of 20 ft lengths and hauled to the nearest point on their railroad.

This bill covers the cost of doing this work.

Yours very truly

C. W. Wanzer

C.W.Wanzer
Division Engineer

CWW/C

c/c Geo M.McDowell & Co.

ROY A KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER

BEND, OREGON

Feb 2 1926

Geo M.McDowell & Co
521 Ry Ex. Bldg
Portland Oregon.

Dear Sir:-

In regard to your bill herewith attached for $336.96 for haul on 144 cuyds of surfacing material hauled and placed on the Highway south of LaPine and beyond the limits of your contract; please be advised that this cost of haul @ $2.34 is reasonable (being at 18¢ per yd mile for 13 miles).

Mr Mitchell had understood from the hauling contractor that there would be no extra charge for this small amount of extra material. However as you have had to pay for the same, you are entitled to be reimbursed for actual cost at least. However you have been allowed this 144 yards in your final estimate at the rate of your unit price of $3.15 per yard or $453.60. If you will make out a new bill for 144 cuyds delivered outside of your contract south of LaPine as follows-viz;-

144 cuyds maintenance materials @ $2.07	$298.08
Cost of haul 144 yds 13 mile @$2.34 per yd	336.96
	635.04
Less 144 cuyds allowed in final estimate @$3.15	453.60
Balance due	$181.44

I will approve the bill for $181.44 and forward the same to Salem Office with recommendation that the same be paid.

Yours very truly

C.W.Wanzer
Division Engineer

c/c Mr Roy A.Klein

PORTLAND, OREGON, Jan. 22, 1926

State Highway Department,
Mr. C. W. Wanzer, Division Engineer,
The Dalles, Oregon.

To **GEO. M. McDOWELL & CO.** Dr.

524 RAILWAY EXCHANGE BUILDING
PHONE BROADWAY 4574

YOUR ORDER NO. ____ Claim regarding contract The Dalles-California Highway, Lava Butte-La Pine Section.

OUR ORDER NO. ____ TERMS ____

Cost of haul 13 M 144 @ 2.34 per yd		$336	96

The above yardage was hauled outside of our contract and South of the Town of La Pine at the instructions of the resident engineer. We quoted engineer actual cost on this yardage same as billed.

amount alongside the road amounts to 128 cuyds as follows:-

Mile	No of yds
4	8
5	12
6	28
7	36
8	20
9	8
12	16
Total	128 cuyds.

The balance or 80 cuyds was probably hauled back and spread on your hauling road from the plant to the Highway.

If you wish to submit a new bill for 128 cuyds of extra maintenance material dumped along the Highway in addition to the stock pile, @ $2.07, your contract price for maintenance material, I will approve the same and recommend to Mr Klein that the same be allowed due to the fact that we can use the above material when we oil the road.

This while not giving you hardly anything for manufacturing the material will a little more than reimburse you for the hauling charges you had to pay on the 208 yds of rejected material. As you stated in your letter to me under date of Jan 22ond that you intended to take up

ROY A KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

Feb 2 1926

George M.McDowell & Co.

Portland Oregon.

Dear Sir:-

Referring to your bill rendered Jan 22ond for 208 yds maintenance material delivered along side the Highway at various points and billed at the maintenance price plus the haul amounting to $666.42.

Please be advised that this bill covers material that was rejected and not accepted by the Resident Engineer on account of containing an excess of fines and not up to the specifications and hence could not be used in the surfacing of the road and consequently not allowed in the final estimate.

This ordinarily would settle the matter but due to the fact that the Department intends to oil this section this year, in fact in a very few months, this material while not up to the standard of top surfacing material is just as good to use as "squegee" to scatter over the new oiled surface and if so used, we would save a corresponding amount of our stock pile maintenance material. In view of the above and knowing what a hard proposition you had and the difficulty you had to complete your contract from the poor quarry site that was furnished, I am willing and glad to go the limit, to help you out and do all that I legitimately can.

Your statement calls for 208 yds. I have had Mr Mitchell recheck the same and have gone over it myself, it being very easy to check as it is dumped in 4 yd piles at different points and the total amount alongside the road amounts to 128 cuyds as follows:-

Mile	No of yds
4	8
5	12
6	28
7	36
8	20
9	8
12	16
Total	128 cuyds.

The balance or 80 cuyds was probably hauled back and spread on your hauling road from the plant to the Highway.

If you wish to submit a new bill for 128 cuyds of extra maintenance material dumped along the Highway in addition to the stock pile, @ $2.07, your contract price for maintenance material, I will approve the same and recommend to Mr Klein that the same be allowed due to the fact that we can use the above material when we oil the road.

This while not giving you hardly anything for manufacturing the material will a little more than reimburse you for the hauling charges you had to pay on the 208 yds of rejected material. As you stated in your letter to me under date of Jan 22ond that you intended to take up

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER

BEND, OREGON

with Mr Klein and the Highway Commission without prejudice on either side the question of the settlement in the stock pile, because I could not see how I could go beyond the stipulations in the contract, you can take this matter up at the same time if you so desire, and it will not hurt my feelings at all.

Yours very truly

C.W.Wanzer
Division Engineer

CWW/C

PORTLAND, OREGON, January 22, 1926

State Highway Department,
Mr. C. W. Wanzer, Division Engineer,
The Dalles, Oregon.

To **GEO. M. McDOWELL & CO.** Dr.

524 RAILWAY EXCHANGE BUILDING

PHONE BROADWAY 4574

YOUR ORDER NO. Claim regarding contract The Dalles - California Highway, Lava-Butte - La Pine Section.

OUR ORDER NO.

TERMS

Mile	No. Yds.	Haul Rate	Maintenance Price	Amt.
1	8	18	2.07	18.00
2	16	36	2.07	38.88
4	16	72	2.07	44.64
5	20	90	2.07	59.40
6	40	108	2.07	126.00
7	44	126	2.07	146.52
8	48	144	2.07	168.48
10	8	180	2.07	30.66
12,	8	216	2.07	33.84
				$666.42

for the use of the south 12 miles of McDowell's contract and give us more nearly the amount we originally planned for this 20 mile section and at practically the same price as Nyberg's price on maintenance material under his new contract is $2.10 as against $2.07 McDowell's price.

Kindly consider the above proposition and let me know your wishes at your earliest convenience, as Mr Nyberg is now setting up his plant and we propose to set up a trap at once and the location of same will depend upon whether you wish to get this additional material or not, to replace the shortage on McDowell's contract.

Yours very truly

C. W. Wanzer

C.W.Wanzer
Division Engineer

CWW/C

c/o Mr Roy A.Klein
% County Roadmaster's Office Portland Ore.

FORM SC A564 500 3-26

COMMISSIONERS
WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS

09-87

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

March 24 1926

Mr Roy A.Klein
State Highway Engineer
Salem Oregon.

Dear Sir:-

You will recall that in the final closing of the McDowell contract #782, Lava Butte-Lapine Section surfacing job we obtained only 1574 yds of maintenance material, due to the quarry petering out, in fact, we had a hard time to get that, while our contract called for 4000 cuyds or approximately 200 cuyds per mile.

This leaves us shy about 2500 cuyds on this 20 mile section with only approximately 79 cuyds to the mile. The quarry site at which this stock pile of 1575 cuyds is located is approximately 12 miles from the south end of this section (viz Lapine) and 8 miles from the north end at Lava Butte, where Nyberg is now setting up his plant to surface from Bend to Lava Butte.

In view of the above situation, viz that we have less than 80 cuyds for the whole 20 miles section, I suggest, that we take advantage of Nyberg's setup at Lava Butte and obtain an additional 1200 or 1600 cuyds of maintenance material for use on the 8 miles from Lava Butte to the stock pile of the McDowell Contract, then it would leave the 1500 cuyds or approximately 130 cuyds to a mile for the use of the south 12 miles of McDowell's contract and give us more nearly the amount we originally planned for this 20 mile section and at practically the same price as Nyberg's price on maintenance material under his new contract is $2.10 as against $2.07 McDowell's price.

Kindly consider the above proposition and let me know your wishes at your earliest convenience, as Mr Nyberg is now setting up his plant and we propose to set up a trap at once and the location of same will depend upon whether you wish to get this additional material or not, to replace the shortage on McDowell's contract.

Yours very truly
C. W. Wanzer

C.W.Wanzer
Division Engineer

CWW/C

c/o Mr Roy A.Klein
% County Roadmaster's Office Portland Ore.

March 3, 1926.

Mr. C. W. Wanzer,
Division Engineer,
Box 823,
Bend, Oregon.

Dear Sir:

Relative to the claim of George M. McDowell for additional quantities on the maintenance pile on the Lava Butte-Lapine contract, it seemed to me advisable that we should have a statement from Mitchell covering the points which were brought up by Mr. Hagood in his statements before the Commission; that is, how he arrived at the yardage shown on the progress estimates. It is quite clear to yourself and the writer how this happened, but for the sake of completing the record and for the information of the Commission, it would probably be well to have this reduced to writing.

Very truly yours,

State Highway Engineer.

BAK:HI

FORM EC 20168 500 12-25

COMMISSIONERS
WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VANDUZER, PORTLAND
W. H. MALONE, CORVALLIS

9987

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

NOTED
State Highway Engineer

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

FEB 22 1926

Feb.20,1926.

Mr.Roy A.Klein.
State Highway Engineer.
Salem,Oregon.

Attention Mr.T.H.Probert.

Dear Sir;

Enclosed please find statement of over and under runs in connection with final estimate of the Lava Butte-La Pine surfacing contract # 782,Geo H.McDowell & Co, contractors,as prepared by Mr J.R.Mitchell,Resident Engineer.

Yours very truly,

C. W. Wanzer

CWW-h

Division Engineer.

CHAIRMAN
PORTLAND
CORVALLIS
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

IN YOUR REPLY PLEASE
REFER TO FILE NO.....

Sheet #1

The Dalles-California Highway
Lava Butte-LaPine Section 9 PA#1 ,Contract #782

Item #1 Base Course Surfacing

Original Estimate	20,500.0 C.Y.
Final "	20,771.0 C.Y.
Overrun	271.0 C.Y.

Increase due to placing 144 C.Y. on mud flat ¾ mile south of LaPine,127 C.Y.used on fills at various points.

Item #2 Top Course Surfacing

Original Estimate	20,500.0 C.Y.
Final "	21,517.0 C.Y.
Overrun	1,017.0 C.Y.

Increase due to redress at various points along project.

Item #3 Filler Haul

Original Estimate	None
Final Estimate	17,112.5 Yd.Mi.
Overrun	17,112.5 Yd.Mi.

This filler was hauled both ways from pit,until it was decided to procure the same from side borrow.

Item #1 Maintenance material

Original Estimate	4,000.0 C.Y.
Final "	1,574.6 C.Y.
Underrun	2,425.4 C.Y.

Underrun due to a shortage of rock at quarry site

Item #2 Filler

Original Estimate	12,500.0 C.Y.
Final "	11,953.0 C.Y.
Underrun	547.0 C.Y.

Underrun was not necessary to place road in desired condition.

09-27

January 13, 1926.

Mr. C. W. Wanzer,
Division Engineer,
Bend, Oregon.

NOTED
State Highway Engineer

Dear Sir:

We are in receipt of a copy of letter addressed to you on January 8, by Geo. M. McDowell, in regard to the matter of settlement in the stock pile of maintenance material set out by him in connection with the surfacing of the Lava Butte-Lapine Section.

This matter has been discussed with Mr. Klein and Mr. Baldock, and it is our opinion that very little, if any, settlement takes place in a stock pile of fine broken stone after the pile is completed, and that, therefore, the elapse of time has little, if any, effect upon the volume of a stock pile of such material or upon the quantity of material required to construct a stock pile of given volume. A stock pile will settle and shrink as it is built-up due to the consolidating and compressing effect of the increasing load coming upon the lower levels of the pile, and due to the shifting and shaking down of the materials during the process of the construction of the pile, but during periods that no materials are being added, little if any, settlement will occur, especially when the weather is dry and the pile is not subjected to the settling effect that heavy rainfall might have upon it. We expect very little, if any, settlement in an embankment of gravel or solid rock material even under heavy rainfall, and the condition should be practically the same in a stock pile of broken stone.

If our opinion in the matter is correct, no more rock would be required to build the pile as McDowell did, than would be required if the pile were built up as rapidly as the materials could be produced. The same shrinkage and settlement in the pile would occur in either case, and, therefore, Mr. McDowell's contention is, in our opinion, without foundation.

Even if it could be shown that greater settlement did occur by reason of the long period during which the construction of the pile was in progress, the specifications state that the materials are to be measured in place in the stock pile and they have been so measured.

McDowell knew in advance that the pile would be built-up just as it was built-up, and it is very unlikely that when he bid he expected the measurement to be made at any time other than after the pile was completed. He probably knew what our practice in the matter is and he knew during the progress of the work that measurement was not being made monthly. He probably failed to make proper allowance for settlement and shrinkage when he figured his bid, but that is no fault of ours. An allowance of this claim would open us up to claims from all contractors who have stock piled maintenance materials by the conveyor method, as the same conditions have applied on all of our jobs. This is the first time that any such claim has been made.

I am calling these considerations to your attention to avoid possibility of any of them being overlooked, and thinking that they may be of some assistance to you in reaching a settlement with McDowell. We are not attempting to in anyway dictate what action you should take in the matter.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer .

SHP:AP

GEO. M. McDOWELL
521 RAILWAY EXCHANGE BUILDING
PHONE BROADWAY 4574
PORTLAND, OREGON

January 8, 1926.

REFERRED TO
By State Highway Engineer

Mr. C. W. Wanser,
Division Engineer,
State Highway Department,
The Dalles, Oregon.

Dear Mr. Wanser:

Referring to my letter to you of December 23rd in reference to the estimate given us by the resident engineer, Mr. Mitchell, of material in the stock pile, covered by our contract No. 782, The Dalles-California Highway.

As referred to in the above correspondence we felt that we should have a re-measurement of this pile although at the time we realized that a measurement at this time could not hope to give us much more than a general idea as to the amount of material in the pile in view of the large settlement that had already taken place of the material in the pile. Therefore, we had Mr. C. M. Redfield, in conjunction with Mr. Russel, one of Mr. Mitchell's assistants, re-measure the pile on January 4th. This measurement shows that insofar that the measurements made prior to that time by Mr. Mitchell were approximately correct although they did show that in the interim of something less than thirty days that the pile had shrunk from four to six inches in size since Mr. Mitchell's previous survey.

Before going into an analysis of this situation, I would like to call your attention to the fact, and one which I believe Mr. Mitchell and yourself will gladly cooperate with, in the quarry which we were operating that we had considerable difficulty in producing the base material as we always ran from 20 to 25 per cent over on top material. When the job was started, as you know, the contract required us to put out a mile of base prior to putting out any top. In this particular instance, we put out over 1-1/4 miles of base before starting on top material, therefore, we started immediately with our stock pile. In Estimate No. 1 which was dated June 10th we are allowed 1,000 yds., of maintenance in this pile. This was arrived at by an actual measurement by the engineers in charge. During the preceding 30 days there was only the surplus of 2½ or 5 per cent put on to this pile, due as you can see by reason of the fact that we started with one mile of base ahead of the top. Therefore, we did not get another estimate on maintenance material until Estimate No. 4, September 10th. We do not know whether this was arrived at by actual cross-sectioning of the pile but we do know that we pointed out to Mr. Mitchell at this time that we were entitled to an estimate on this maintenance pile and an estimate should be made because of the character of the material ; the shrinkage was going to be very large unless we had an actual measurement every month. Mr. Mitchell at that time gave us an additional 500 yards and said at the time that although he felt there was considerably more in the pile that that would be taken care of later.

On October 10th Estimate No. 5, Mr. Mitchell gave us another 500 yards on this pile although not from actual cross-sectioning of the pile although at that time we called his attention again to the question of the class of material and the tremendous shrinkage but to our knowledge the pile was not cross-sectioned although it might have been but, in any event, we were given 500 yds. in this month which brought up the total to 2,000 yards.

On November 10th, Estimate No. 6 we were awarded 500 yds. more in this stock pile but this was not due as far as we know to any actual cross-sectioning of the pile; this made a total of 2,500 yds.

The latter part of October we were so low on base that for more than a week steady all of the top that was made during that week of one shift went on to the pile. During the time from June 10th during June and July and through the whole time of operation, our records show that we had one man more or less all the time operating with a car on a track from the bin to the stock pile. I think you will agree with me that certainly there was no question that we put out a mile of base and we ran 2½ to 5% per cent over on top, that we certainly put out at least an equal amount of top into the pile the first operation. You will also agree that when we ran double shift for one whole week and all the top went into the stock pile that we certainly must have put in 1,000 to 1,5000 yards that week.

Aside from these two items, we would be glad to have you bear in mind that a conservative estimate of 25 per cent of the time of the entire operation we had a man delivering from the bins by car. On top of this, the pile will show for itself that we were still making an excess and could not keep the fine bin empty and we paid trucks to draw the material by truck from the bin and place it on to the pile. I feel sure that both you and Mr. Mitchell will agree that it would not be fair to us to attempt to make a stock pile of this material and let it run over a time of six months and then measure it and not take into consideration the tremendous shrinkage that would take place in this character of material.

There is no desire on the part of the writer to criticise Mr. Mitchell nor to say that he did or he did not cross-section every month this pile in giving his estimate but I do feel that with the conservative tendency that Mr. Mitchell had and his fairness and knowledge of the operation that he would not have given us the 2500 yds. in this stock pile unless he actually believed it was there. I do not believe that Mr. Mitchell made an error in his final cross-sectioning of this pile but I do believe that he has erred in the fact that he did not take into consideration in relation to this examination the tremendous shrinkage which occurs in this material. The mere fact that between the time that Mr. Mitchell made his final survey of this pile and the 22 days which elapsed when the re-check of this survey was made that the pile had shrunk from four to six inches, what would it do in seven months. Our own contention is that we are entitled to more than the 2500 yards that were given us in this pile but we are perfectly satisfied to accept the 2500 yds. given us in the different estimates but we do not believe that we are entitled to be penalized by reason of a survey of a pile of material that has had six or seven months to settle and no thought

given to the question of the settlement of this material which is acknowledged by those who are familiar with it to be anywhere from forty to fifty per-cent. An examination of the stock pile at the present time will show that the settlement is so much in this pile that it will be almost necessary to use picks to loosen the material up before it can be reloaded.

The writer recognises the great fairness of the Highway Department in treating with their contractors and particularly does he recognise the fairness of Mr. Mitchell and yourself not only in the operation of this one particular job but particularly so in other jobs that the writer has contracted under your general supervision. Therefore, in fairness we ask you to reconsider your semi-final estimate and instead of deducting the 925 yards that has been deducted by reason of a survey of the pile of material six or seven months old and give us as a final settlement the 2500 yds of material which was awarded to us from time to time during the operation of this contract and in estimates specified in the fore part of this letter.

Before your final decision in reference to this matter the writer would like to have an opportunity to discuss the matter with you personally as well as with Mr. Mitchell and to set before you some actual evidence of the amount of material thatwe believe that we produced and put into this pile.

I think you will appreciate as well as Mr. Klein that this quarry was a State selected quarry and that it was the only quarry available in the country for this work. I think you will also appreciate that from the contractor's standpoint that this quarry was opened up and operated under trying conditions; the contractor handled at a dead loss to himself over 14 M yards of material that went into the dump and there were many times during the operation of this contract that it looked as if there would not be material sufficient to finish the road. The contractor in this instance stayed with the job, finished it nearly within the specified time and performed the work in such a manner that will reflect credit upon him as well as the engineers in producing a completed road that will stand as good as any road that has been built in Central Oregon.

I do not believe that it is the desire of the Engineering Department or the Highway Department itself to not give a contractor all that he is entitled to particularly where he has faithfully performed or attempted to perform his obligation under his contract. I do not desire to ask for anything that I do not honestly believe that we have delivered and although I feel convinced and so do those who are in actual charge of the operation that there was considerably more than 2500 yds put into this stock pile, still at the same time we are willing to accept and did accept in good faith, what was given us in the way of estimates from time to time by the resident engineer, of this material. I feel sure that neither you nor Mr. Klein will question the point that it would be unfair to stand on a cross-sectioning of a pile of material of this nature which had been permitted

to settle for the length of time that this material was settling without giving full consideration to the proportion of settlement in the pile.

We recognize fully that in a stock pile operation direct from the bunkers that under ordinary conditions that the State has the best of the measurement by at least 15% but that is off-set usually by the cost of hauling by trucks. I think you will also agree that if an actual cross-sectioning of the pile was not made each month at thetime the estimate was given us that we should not be penalized for the lack of this measurement.

Thanking you for your consideration of this matter and at the same time appreciating your fairness and courtesy that has always been extended to us while operating under your Division, we are

Yours very truly.

McD/M.

#782
99.87

January 18, 1926.

Hansen & Rowland, Inc.
Washington Building,
Tacoma, Washington.

Attention Mr. Von H. Schermerhorn.

Gentlemen:

In response to yours of January 15th relative to contract No. 782, George M. McDowell & Company, Lava-Butte-Lapine Section, please be advised that this contract was completed on November 25th, 1925. Final payment has not yet been made. The total amount paid to December 10th was $141,334.61. The retained [redacted] was $4,371.17.

The terms of this contract are that claims can be filed any time up to one year after the date of completion and not at the end of a thirty day period as stated in your letter. Final payment will be made to Mr. McDowell within the next ten days.

Very truly yours,

ROY A. KLEEB,
State Highway Engineer,

By

H. B. Gleisner,
Chief Clerk.

Dict. by J. McFarland.

PGO ST

24

ENT

FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

FIDELITY *and* SURETY BONDS *and* BURGLARY INSURANCE

Washington Building

TACOMA, WASH.

HANSEN & ROWLAND, INC.

PHONE MAIN 393

January 15th, 1926

State Highway Engineer,
SALEM, Oregon

Dear Sir:

Re: Bond #33446 - George M. McDowell & Co to State of Oregon - Contract for surfacing Lava-Butte La Pine Sec. Dallas - Calif Highway to State of Oregon

Kindly advise us if the above contract has been completed and accepted and the final payment made and the total contract price paid the contractor. Has the thirty dayp period for filing claims expired, please let us have a list of any unpaid claims pending on this contract.

Thanking you for your courtesy in this matter, we are.

Yours very truly,

HANSEN & ROWLAND INC

By A. Van R. Schermerhorn

A. Van R. Schermerhorn
Mgr. Surety Bond Dept

BD.

Paid to Dec-10-$141.334.61
Returned-$4371.17
Bond Nov. 25-1925

Form No. 39—22292—6M—8-28

9-87

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

NOTED
State Highway Engineer

Date Nov 28 74, 1925

Job Name LaraBute-LaPine

Week from 21st to 27th

Mail Address Bend

Highway The Dalles-Cal

Telegraph or Telephone Address

County Deschutes Job Prefix 99 "I"

Express and Freight Address Bend

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

This section was completed on the 25th and we have secured a very good job

As the gravel was in such a poor condition we did not however secure a sufficient amount of Maintenance material, the stock pile being about 2000 cu yds short

Weather flurries of snow during week

NOTED
W. L. VANZER

(See back of this sheet for instructions and detailed information.)

Signed J. R. Mitchell

Title Res Engr

Form No. 39—22202—6M—8-28

STATE HIGHWAY DEPARTMENT

9987

GRADING CONSTRUCTION

ENG

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... men,

..... teams, ... steam shovels

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project 1934

Miles completed 1934

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party 2

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job PA #1 *Percentage* 100

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Form No. 33—22292—6M—8-23

OR[illegible] STATE HIGHWAY DEPART[illegible]N

FIELD ENGINEER'S WEEKLY REPORT

NOTED
State Highway Engineer

Date ..... 19..

Job Name .....

Week from ..... to .....

Mail Address .....

Highway .....

Telegraph or Telephone Address .....

County ..... Job Prefix .....

Express and Freight Address .....

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

NOTED
J. W. MANZER

(See back of this sheet for instructions and detailed information.)

Signed .....

Title .....

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... men,

..... teams, ...steam shovels

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Dist by J. W. DeYoung/AP

87

September 24, 1925.

Mr. J. R. Mitchell,
Resident Engineer,
Bend, Oregon.

Dear Sir:

Reference is made to your estimates for the surfacing work between Lava Butte and Lapine, Contract No. 762.

This surfacing work covers three separate federal aid projects, and in order that we may be able to present vouchers to the government for cooperation, it is necessary that we be able to segregate the quantities on each individual federal aid project. For this reason we would request that your estimates be prepared in such a manner as to show this information. The work can be estimated under a single series of estimates, using merely a supplementary segregation near the bottom of the estimate to show the work within each project.

According to the federal aid plans, the sections involved are as follows:

Unit 2 Paulina Prairie-Lava Butte, Project No. 108-B
Station 732 + 52 to Station 405 + 38.6.

Unit 1 Paulina Prairie Lava Butte, Project No. 87
Station 405 + 38.6 to Station 0 + 00 = 414 + 52.

Paulina Prairie-Lapine, Project No. 108-A, Station 0 + 00 = 414 + 52 to 695 + 00.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. DeSousa/AP

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No.....

POST OFFICE BUILDING,
PORTLAND, OREG.

May 27, 1925.

Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The modified project agreement and certificate have been executed covering Oregon Federal aid project #87, Paulina Prairie-Lava Butte section of The Dalles-California Highway. We enclose herewith an original copy each of the agreement and certificate for your files.

Yours very truly,
C. H. PURCELL, District Engineer,

By [signature]
Acting

Oregon Federal Aid Project No. 87.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on January 9, 1924, by the State Highway Commission of Oregon, and on February 4, 1924, by the Acting Secretary of Agriculture, as amended by "Modification of Project Agreement" signed on June 26, 1924, by the said State Highway Commission, and on July 24, 1924, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 87; and

WHEREAS, the said State Highway Commission has requested approval for a revision of the plans, specifications and estimates approved for said project to provide for construction of a crushed rock surface over the entire length of said project, and by reason thereof has requested that the estimate of cost approved for said project be increased from $43,051.80 to $104,459.30, and that the Federal funds approved and set aside to the credit of said project be increased from $26,320.46 to $62,675.58:

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the plans, specifications and estimates approved for said project be revised in the manner above recited, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans,

specifications and estimates and the sum of sixty-two thousand, six hundred seventy-five and 58/100 dollars ($62,675.58) as the share of the United States payable under said act on account of said project, which does not exceed 60 per cent of the total estimated cost thereof."

Article IV shall read:

"Article IV. The United States prorata share of the cost of said project shall not in any event exceed (a) the said sum of sixty-two thousand, six hundred seventy-five and 58/100 dollars ($62,675.58), certified to the Secretary of the Treasury as above mentioned, being 60 per cent of one hundred four thousand, four hundred fifty-nine and 30/100 ($104,459.30), the approved total estimated cost of said project, nor (b) the said per centum of the value of the labor and materials which shall have been actually put into the construction of said project in conformity to said plans and specifications."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon on the 24th day of April, 1925, and the Secretary of Agriculture on the 30th day of May, 1925.

STATE HIGHWAY COMMISSION OF OREGON

By _____
Chairman, State Highway Commission

By _____
Member, State Highway Commission

By _____
Member, State Highway Commission

_____
Acting Secretary of Agriculture

(WB)

FOR AUTHORITY OF HIGHWAY DEPARTMENT TO EXECUTE AGREEMENTS SEE PROJECT NO. 112

PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between a point approximately 5 miles north of Lapine and a point approximately 18 miles south of Bend near the west line of Sec. 16, T.20 S., R.11 E., W.M., locally known as the Paulina Prairie-Lava Butte Section of The Dalles-California Highway, Deschutes County, and designated in the records of this Department as Project No. 87 State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 104,459.30 in lieu of the $26,320.46 approved by Certificate of July 24, 1924, as the total estimated cost of said project, and the sum of $62,675.58 as the share of the United States, payable under said acts on account of such project, which does not exceed 60 per cent of said total estimated cost.

Done at the city of Washington, this 20th day of May one thousand nine hundred and Twenty-five, as witness my hand and the seal of the Department of Agriculture.

R. H. Lund

ACTING *Secretary of Agriculture.*

GOVERNMENT PRINTING OFFICE 8—4220

Form No. 30—62292—4M—3-31

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

NOTED
State Highway Engineer

Date May 23rd, 1935

Job Name Lava Butte - La Pine Sec

Highway The Dalles-Cal

County Deschutes Job Prefix 994 J

Week from 16th to 23rd

Mail Address Bend

Telegraph or Telephone Address

Express and Freight Address Bend

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contractor McDowell began hauling rock on the 14th

It has taken considerable time to open up quarry, and at times has looked very discouraging, however it is looking much better now with indications of a ledge formation

The rock seems to be of an excellent quality

NOTED
WANZ

(See back of this sheet for instructions and detailed information.)

Signed J. P. Mitchell

Title Res Engr

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project 1934

Miles completed .....

Miles partially done ..... .22

Average daily yardage placed this week 31

Average daily yardage necessary to complete on time 2795

Contractor's average force for week ..... 21 *men,*

..... *teams,* ..... 2 *trucks*

Percentage of total required yardage now in place 0.68%

Surfacing will be completed about ..... Oct 31st

Number men in Engineering Party 1

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job 9 PA #1 ..... *Percentage* 100

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

April 21, 1925.

Mr. A. L. Fraley,
Assistant Cashier,
Northwestern National Bank,
Portland, Oregon.

Dear Sir:

Your letter of the 13th addressed to the State Highway Commission to which was attached an assignment made by George M. McDowell doing business under the name of George McDowell and Co., which assignment appears to have been made in favor of the Northwestern National Bank of Portland, has been handed to me for my attention.

This assignment in the first place would have to have the approval of the surety company on the bond with the Geo. M. McDowell & Co., before the Highway Commission would be permitted to dispose of funds as directed in the assignment.

In the second place, the assignment in the second paragraph attempts to outline or control the retained percentage. With respect to this item, it should be noted that the statute directs, in a measure what must be done with respect to the retained percentage, and commits to the discretion of the Highway Commission the matter of funds represented by such percentage, and of course the Highway Commission could not surrender its judgment in those matters nor be controlled in that respect by any assignment. Therefore, if the assignment as prepared is approved by the Geo. M. McDowell and Company's surety, it must yet be understood that as to the retained percentage, that matter must be left to the statute and the judgment of the Highway Commission.

Yours very truly,

Assistant Attorney-General.

JMD:AP

THE NORTHWESTERN NATIONAL BANK
OF PORTLAND

CAPITAL $ 2,000,000 SURPLUS $ 400,000

CABLE ADDRESS
"NORTHWEST"

PORTLAND, OREGON

O L PRICE, ... CHAIRMAN OF BOARD
EMERY OLMSTEAD, PRESIDENT
MARK SKINNER, VICE PRESIDENT
CHAS H. STEWART, VICE PRESIDENT
WALTER H. BROWN, ASST VICE PRES
A.C LONGSHORE, ASST VICE PRES.
FRANK O BATES, ... CASHIER
JUNE S JONES, ... ASST. CASHIER
GEORGE W HOYT ..... ASST. CASHIER
A L FRALEY, ... ASST CASHIER
W R RINGSRED, ASST CASHIER

April 13, 1925

The State Highway Commission,
State of Oregon,
Salem, Oregon.

Gentlemen:

We are enclosing an assignment to us by Geo. M. Mc Dowell of Portland, Oregon, doing business under the name of Geo. M. Mc Dowell & Co., all of his right, title, and interest in and to moneys to become due from the State of Oregon under a certain contract covering the construction of the Lava Butte-La Pine section of The Dalles-California Highway in Deschutes County, Oregon.

This assignment was made to us under the terms and conditions as indicated. Will you kindly acknowledge its receipt, and oblige

Very truly yours,

ALF EF

Assistant Cashier.

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, That I, Geo. M. McDowell of Portland, Oregon, doing business under the name of Geo. M. McDowell & Co., in consideration of the sum of One Dollar to me in hand paid, and in consideration of future advances to be made to me by the assignee herein, do by these presents sell, assign, transfer, and set over unto the Northwestern National Bank of Portland, Oregon, a corporation organized under the banking laws of the United States, all of my right, title, and interest in and to moneys to become due from the State of Oregon under that certain contract entered into by me on April 3, 1925 with the State Highway Commission of the State of Oregon for the construction of the Lava Butte-LaPine section of The Dalles-California Highway in Deschutes County, Oregon. The terms, conditions, and covenants of said contract are hereby incorporated by reference into this assignment, and made a part hereof.

It is understood that the State of Oregon will withhold 15% of the moneys becoming due under said contract until 50% of the work under said contract has been done, and that thereafter said State of Oregon will withhold 7½% of said moneys until said contract is completed. This assignment is made expressly subject to the above withholding of moneys by the State of Oregon.

TO HAVE AND TO HOLD the same unto the said Northwestern National Bank, its successors and assigns forever. The Northwestern National Bank having agreed to advance to the said Geo. M. McDowell sums of money, the aggregate of which may reach and include the sum of $20,000.00, this assignment is made to secure to the said Northwestern National Bank the

repayment of whatever sums of money are advanced as aforesaid; the repayment of which sums of money at maturity to said Northwestern National Bank shall render this assignment void, but otherwise to be of full force and virtue.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 8th day of April, 1925.

Signed, sealed and delivered in the presence of:

Grace M. Fuller

Katharine Bussenbark

Geo. M. McDowell (Seal)

STATE OF OREGON)
(ss.
COUNTY OF MULTNOMAH)

On this 8th day of April, 1925, personally appeared before me, a notary public in and for said county and state, the within named Geo. M. McDowell who is personally known to me to be the identical person described in and who executed the within assignment and acknowledged to me that he executed the same freely and voluntarily.

Witness my hand and official seal the day and year in this my certificate first above written.

Katharine Bussenbark
Notary Public for Oregon.

My Commission expires Jan. 19, 1927

FR 67

April 8, 1925

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for modified agreement on Unit 1 of the Paulina Prairie-Lava Butte Section, Oregon Project No. 67.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

Dict. by J. W.DeSouza:L
Enc.

cc

STATE HIGHWAY DEPARTMENT PROJECT NO.87

Unit 1, Pauline Prairie-Lava Butte Section
of The Dalles-California Highway in
Deschutes County.
(Estimate as basis for modified agreement
Revised to include surfacing contract.)

Salem, Oregon, April, 1, 1925

All Required		Clearing and grubbing		5,460.00
98,000	Cu.yd.	Common Excavation	.275	26,950.00
2,500	Cu.yds.	Solid Rock Excavation	1.50	3,750.00
4,200	Cu.yds.	Overhaul	.08	336.00
410	Lin.Ft.	18" Plain Concrete Pipe	1.80	738.00
75	Lin.Ft.	18" Reinf. " "	3.00	225.00
80	Lin.Ft.	24" " " "	3.90	256.00
12	Cu.yds.	Class "B" Concrete	27.00	324.00
13	Cu.yds.	Class "C" Concrete	27.00	351.00
11	M-FBM	Lumber and Timber	70.00	770.00
SURFACING				
8,150	Cu.yds.	Base Course Surfacing	3.15	25,672.50
8,150	Cu.yds.	Top Course Surfacing	3.15	25,672.50
4,950	Cu.yds.	Filler	.40	1,980.00
10,000	Cu.yds.	Filler Haul	.25	2,500.00
		Sub-total		94,963.00
		10% Engr. & Cont.		9,496.30
Length of Project 7.677 miles				$104,459.30
Cost per mile $13,606.78				

State Funds available 41,783.72

Federal Aid Requested 62,675.58 (60%)

$ 104,459.30

FORM AA 24670 1000-12-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

25-March-1925.

IN YOUR REPLY PLEASE
REFER TO FILE No. 283-1

PR 87

Mr. S. H. Probert,
Office.

Dear Sir:

Our estimate of the cost of the hauling and street work on Lava Butte to La Pine Section is as follows:

40,840 cu yds. crushed rock	@ $1.79	$73,103.60
12,300 cu yds. of filler	@ .65	7,995.00
	Total	$81,098.60

This estimate includes, preparation of sub grade, hauling crushed rock, spreading and processing, maintenance under traffic, maintenance of hauling road and hauling of filler within the 500 foot free haul.

Yours truly,

L O Kaufman

WT:MB

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

BR 87

IN YOUR REPLY PLEASE
REFER TO FILE NO.

The Dalles, Oregon
February 25,1925

FEB 26 1925

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Attention S. H. Probert

Dear Sir:

Enclosed herewith please find Division Engineer's Estimate of Cost and Special Provisions, which I submit for your consideration, for surfacing the Lava Butte-La Pine Section of The Dalles-California Highway in Deschutes County.

You will please note that the special provisions are identical with the Condon Canyon Surfacing, having merely changed sections where necessary in order to make them adaptable to this project.

I think that sufficient explanatory data is shown on the estimate sheet, from which to prepare a sketch map.

Yours very truly,

C. W. Wanzer
Division Engineer

By W. H. Hackett
Office Engineer

HNH-vc
encl.

February 23, 1925

DIVISION ENGINEER'S

Estimate of Cost for Surfacing

LAVA BUTTE-LA PINE SECTION

The Dalles-California Highway in Deschutes County

Total Length, 19.34 Miles Station 741/00 to 0/00 and 0/00 to 695/00

Quarry located 1/4 mile East Station 320/00 (North)

Filler Pit Located 1/4 mile West Station 320/00 (North)

Filler required for the section from La Pine, Station 695, North to Station 158/40 (North) to be acquired from suitable pit within 500 feet free haul limit, balance of filler to be acquired from pit 1/4 mile West Station 320/00

Basis of Estimate:

Surfacing Materials

Base Course	1056	Cu.	Yds.	per	Mile,	20	Cu.	Yds.	per	Station
Top Course	1056	"	"	"	"	20	"	"	"	"
Filler, Base	370	"	"	"	"	7	"	"	"	"
Filler, Top	264	"	"	"	"	5	"	"	"	"
Maintenance Materials	200	"	"	"	"					

Detailed Analysisof Cost:

Surfacing Materials		Maintenance Materials	
Set up & Tear Down	$ .15		$ .15
Quarrying	1.10		1.10
Crushing	.55		.55
Hauling(223.632 Y.M@.25)	1.37	Stock Piling	.15
Processing & Blading	.25		
	$3.42		$ 1.95
Plus 15%	.51	Plus 15%	.29
	$3.93		$ 2.24

Filler Material - @ .50 within 500 ft. Freehaul.
Filler Material - @ .25 per YM Haul over 500 ft.

February 23, 1925

DIVISION ENGINEER'S

Estimate of Cost for Surfacing

LAVA BUTTE-LA PINE SECTION

The Dalles-California Highway in Deschutes County

Total Length, 19.34 Miles Station 741/00 to 0/00 and 0/00 to 695/00

Quarry located 1/4 mile East Station 320/00 (North)

Filler Pit Located 1/4 mile West Station 320/00 (North)

Filler required for the section from La Pine, Station 695, North to Station 158/40 (North) to be acquired from suitable pit within 500 feet free haul limit, balance of filler to be acquired from pit 1/4 mile West Station 320/00

Basis of Estimate:

Surfacing Materials

Base Course	1056 Cu.Yds. per Mile,	20 Cu.Yds. per Station	
Top Course	1056 " " " "	20 " " " "	
Filler, Base	370 " " " "	7 " " " "	
Filler, Top	264 " " " "	5 " " " "	
Maintenance Materials	200 " " " "		

Detailed Analysisof Cost:

Surfacing Materials		Maintenance Materials	
Set up & Tear Down	$ .15		$ .15
Quarrying	1.10		1.10
Crushing	.55		.55
Hauling(223.632 Y.M@.25)	1.37	Stock Piling	.15
Processing & Blading	.25		
	$3.42		$ 1.95
Plus 15%	.51	Plus 15%	.29
	$3.93		$ 2.24

Filler Material - @ .50 within 500 ft. Freehaul.
Filler Material @ .25 per YM Haul over 500 ft.

20420	Cubic Yards	Base Course Surfacing Material	@	$3.83	$ 78,208.60
20420	" "	Top " " "	@	4.03	82,292.60
3800	" "	Maintenance Material	@	2.24	8,512.00
12300	" "	Filler Material	@	.50	6,150.00
33000	Yard Mile	Haul	@	.25	8,250.00
		Total Estimated Cost			$183,413.20

Pg 87

No record is kept in this office of dates on which sub-contractors start work and we do not know on what dates the agreements are made between contractors and their sub-contractors.

This contract is signed Bauers & Bauers, By Carl Bauers and Geo. F. Price.

The surety on the bond furnished in connection with contract is The Aetna Casualty & Surety Company, Bates, Lively & Pierson, Agents, Yeon Bldg., Portland.

#746

0987

WILLIAM DUBY, BAKER, CHAIRMAN
H. S. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

IN YOUR REPLY PLEASE
REFER TO FILE NO.....

The Dalles, Oregon
January 14, 1925

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Attention: H. B. Glaisyer

Dear Sir:

Please refer to your letter of January 8th, in connection with the acceptance of Bauers & Bauers, of the Workmen's Compensation insurance on their State contracts.

I have made inquiry regarding their operations, and find that on all their present contracts under way, the entire work has been sublet and the sub-contractors who are conforming to the requirements.

NOTED
State Highway Engineer

Mr. Carl Bauers was in my office yesterday and he informed me that his private contracts with insurance companies have expired now, and that he has written to the State Industrial Accident Commission to that effect, and would, on all future contracts, conform to the requirements as outlined in their contract.

Yours very truly,

C. W. Wanzer,
Division Engineer.

By W. M. Hackett
Office Engineer.

HNW-vc

NOTED
H. B. GLAISYER

January 8, 1925.

Mr. C. W. Wanner,
Division Engineer,
The Dalles, Oregon.

Dear Sir:

On August 15, 1924, we wrote Bauers & Bauers concerning the matter of accepting the terms of the Oregon Workmen's Compensation Act. We called their attention specifically to certain clause of the contracts which requires this acceptance and informed them that it would be necessary to carry on their work of grading Unit No. 2, Paulina Prairie-Lava Butte Section in conformance with this clause.

We did not receive a reply to our letter; however, we did receive information from other sources to the effect that they were carrying private insurance on other contracts which they did not want to cancel at the present time, but in order to comply with the clause of the contract they had subcontracted their work and the subcontractors were required to accept the Oregon Act. It seems that they are willing to accept the Oregon Compensation Act themselves but if they did this in connection with the construction of Unit No. 2, Paulina Prairie-Lava Butte Section, it would be necessary for them also to accept it in connection with their other contracts - in other words, they would have to accept it for all or None. This from advice from the Oregon Industrial Accident Commission.

In order that our records may be complete, will you kindly inform us whether or not Bauers & Bauers are doing any work themselves or is all their work subcontracted? If they are doing the work themselves or any part of it, they should come under the Oregon Compensation Act the same as other contractors.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

August 26,1924

Industrial Accident Commission

Salem, Oregon

Gentlemen:-

We have received a letter from the hiway commission calling our attention to the clause in the state hiway contracts providing for workmens compensation.

It is the intention of this company to comply with this clause of the contracts, and the Lava Butte section of the Dalles California-hiway will be carried under state compensation, but we have some unfinished work at Maupin, Oregon and at Austin, Oregon, on which we have signed contracts with private insurance companies.

Will you kindly inform us whether we can formally accept the state insurance on our future operations, and exclude the work on which we have obligated ourselves; and also inform us as to the method of procedure necessary to accept the state insurance.

Thanking you for your prompt attention, we are,

Sincerely yours,

Bauers & Bauers

By

C C Hiway Commission

Aug. 1/, 1924.

Bauers & Bauers,
Dayton, Washington.

Gentlemen:

This letter is to advise you that we have been informed by the State Industrial Accident Commission that you have filed your rejection to the terms of the Oregon Workmen's Compensation Act.

In this connection, we wish to inform you that under the terms of your contracts with this Department, you are obliged to accept the Oregon Workmen's Compensation Act. The provision in the contract covering this matter will be found on page 6 of the old contracts, and on page 7 of the new contract forms. We will expect you to carry on your work of grading Unit 2 of the Pauline Prairie-Lava Butte Section, in conformance with this clause. Kindly give this matter your full attention, and submit evidence to this office showing that the terms of this clause of the contract are being complied with.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. D. Glaisyer,
Chief Clerk.

HDG:ER

CC to the State Industrial Accident Commission, B u i l d i n g.

STATE INDUSTRIAL ACCIDENT COMMISSION
SALEM, OREGON

AUDIT DEPARTMENT

REFER TO FILE HHB: 9300

August
11th
1924

Oregon State Highway Commission,
Building.

Gentlemen:

Referring to your tabulation of bids received July 29, 1924, will state that all of the successful bidders are properly listed in this office and operating under the protection of the Workmen's Compensation Law, except the firm of Bauers & Bauers, which is rejected effective July 5, 1921. The employees of this firm are not at the present time protected under the provisions of the Workmen's Compensation Law.

Very truly yours,

STATE INDUSTRIAL ACCIDENT COMMISSION

bm

E E Bragg
Commissioner

January 8, 1925.

United States Fidelity & Guaranty Company,
C. O. Price, Manager,
1208 Porter Building,
Portland, Oregon.

Gentlemen:

In reply to yours of yesterday relative to claims which have been filed against contract No. 699, Jetley Brothers, Paulina Prairie-Lava Butte Section will advise that our records show that the following claims have been filed:

Claim of A. R. Donahue filed March 17th. 1924 against Crawford Donahue, sub-contractor under Jetley Bros., in amount $50.00 for five and one half tons of hay furnished.

Claim of Yoders Market of La Pine, Oregon filed March 18th. 1924 against Crawford Donahue, sub-contractor under Jetley Bros., in amount $37.30 for meat furnished.

As per your request the final payment will be held until advised by you.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Gleisner,
Chief Clerk.

Dict. by J. McFarland.

CAPITAL PAID IN CASH $ 5,000,000.

UNITED STATES FIDELITY AND GUARANTY COMPANY
PORTLAND OFFICE
C. O. PRICE, MANAGER
1208 PORTER BUILDING

BROADWAY 1755

PORTLAND, ORE.,

January 7, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Attention Mr. H.B. Glaisyer, Chief Clerk.

Dear Sir:

Re: Bond #291154-23
Jetley Brothers.

I have your favor of December 31st in reference to final settlement with Jetley Brothers under contract No. 699 for the construction of the Paulina Prairie-Lava Butte Section of the Dalles-California Highway in Deschutes County.

Before acquiescing to the final settlement under this contract, we would like to know the amount and nature of the claims which have been filed against this contract.

Upon receipt of this information the matter will be given prompt attention.

Yours very truly,

C.O. Price

COP-LG

MANAGER

Form No. 19.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Jan 3rd, 1925

Job Name Paulina Prairie – Lava Butte Sec

Week from Dec 27th to Jan 3rd

Mail Address Bend, Ore

Highway The Dalles - Cal

Telegraph or Telephone Address

County Deschutes Job Prefix 787

Express and Freight Address Bend, Ore

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Sub-contractor Henison is shooting up cut sta 419-426, This material is to be used for riprap

Sub-contractor Munch sta 722-728 has done very little This week account of frost

Griffith 728-741 has about completed The clearing on the revision, balance of subs are off for the winter

It has rained or snowed nearly all of the past week

NOTED
IN WARNER

(See back of this sheet for instructions and detailed information.)

Signed C. B. Mitchell

Title Res Engr

GRADING CONSTRUCTION

Total miles of grading on project 6.2

Miles completed —

Miles completed except finishing 4 3/4

Miles covered by contractor's forces C

Miles cross-sectioned C.E

Miles cross-sections completed and checked

Miles to be remeasured

Number men in Engineering Party 5

Contractor's average force for week 8 men,

— teams, — steam shovels

Grading work will be completed about May 31st

ROCK OR GRAVEL SURFACING

Total miles surfacing on project

Miles completed

Miles partially done

Average daily yardage placed this week

Average daily yardage necessary to complete on time

Contractor's average force for week men,

teams, trucks

Percentage of total required yardage now in place

Surfacing will be completed about

Number men in Engineering Party

SURVEYS

Total mileage at section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE.—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project

Miles paving completed

Average daily sq. yds. this week

Miles shoulders completed both sides

Contractor's average force for week men,

teams, trucks

Percentage of total required yardage now in place

Job will be completed about

Number men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem Office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job 9 PAE Percentage 50

Other jobs 9 KK Percentage 50

Other jobs Percentage

Other jobs Percentage

Form No. 39—22292—6M—8-23

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Dec 27th, 1924

Job Name Paulina Prairie - Lara Butte Sec

Week from 20th to 27th

Highway The Dalles-Cal

Mail Address Bend

County Deschutes Job Prefix 9PA"2

Telegraph or Telephone Address

Express and Freight Address Bend

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

No work done this week account of Holidays & inclement weather

14" Snow on The 20 & 21st

21st 4° Below Zero

22nd 30° " "

23rd 28° " "

24th 31° " "

25th 31° " "

26th 28° " "

27th 14° Above

Weather moderated on the 27th followed by rain

NOTED
State Highway Engineer

RECEIVED
JAN 3 1925
OREGON
STATE HIGHWAY COMMISSION

NOTED
WANZER

(See back of this sheet for instructions and detailed information.)

Signed J. R. Mitchell

Title Res Engr

Routes & Routes

(2-8-57

GRADING CONSTRUCTION

Total miles of grading on project 62

Miles completed ~~47~~

Miles completed except finishing 4 3/4

Miles covered by contractor's forces 6

Miles cross-sectioned 62

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party 5

Contractor's average force for week — men,

— teams, — steam shovels

Grading work will be completed about May 31-25

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

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Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job 9PA-2 *Percentage* 50

Other jobs 9 YK *Percentage* 50

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Form No. 39—22292—6M—9-28

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

NOTED
State Highway Engineer

Date Dec 13th, 1934

Job Name Paving Project - Lava Butte Sec

Week from 6th to 13th

Highway The Dalles - Cal

Mail Address Bend

County Deschutes Job Prefix 9pa"B

Telegraph or Telephone Address

Express and Freight Address Bend

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Mr Sheerin has shut down three of his sub-contractors for the winter, T O'Brien sta 466-516, Jacobson Bros sta 516-549 and G.M. Roper sta 549-592+50

Bosvert & French 592+50-668 have a small amount of rock work left, but will not do their finishing until next spring

J.O. Griffeth sta 668-741 is working near Lava Butte where he is not troubled with frost.

S.P. Hansen 405+38 - 466 will be able to work most of the winter on the rip-rapping 405-418

Minick at Lava Butte should complete the rock work inside of the next 30 days.

Would estimate this job as being about 75% complete

Weather clear & warm, snow disappearing rapidly altho there is considerable frost in the ground

(See back of this sheet for instructions and detailed information.)

Signed J.R. Mitchell

Title Res Engr

Bauers & Bauers

GRADING CONSTRUCTION

Total miles of grading on project 6.2

Miles completed .....

Miles completed except finishing 2.34

Miles covered by contractor's forces 6

Miles cross-sectioned 6.2

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party 5

Contractor's average force for week 12 men,
12 teams, 1 steam shovels

Grading work will be completed about May 31-25

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

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Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job 9 PA # 2 *Percentage* 50

Other jobs 9 RK *Percentage* 50

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Bauers & Bauers

Form No. 39—22292—6M—9-23

STATE OF OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date 192

Job Name .....

.....

Highway .....

County ..... Job Prefix .....

Week from ..... to .....

Mail Address .....

Telegraph or Telephone Address .....

Express and Freight Address .....

RECEIVED
DEC 12 1924
STATE HIGHWAY DEPT.

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

NOTED
V WANZER

(See back of this sheet for instructions and detailed information.)

Signed .....

Title .....

Bauers & Bauers

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*
..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

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Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage* 50

Other jobs ..... *Percentage* 50

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

The Dalles, Oregon - October 9, 1924

Mr. J. R. Mitchell
Resident Engineer
Bend, Oregon

Dear Sir:

Referring to your letter of October 7th, in regard to your not being able to reach a satisfactory agreement with Mr. Sheerin in regard to price for the extra clearing necessary on the Lava Butte Section for which Bauers & Bauers had a contract, please be advised that I am tired of taking up all these little matters with the sub-contractors - as a matter of fact we do not recognize them at all. This job was awarded to Bauers & Bauers and all dealings should be made direct with them.

This contract called for clearing and grubbing for the entire length of the job, which contained just so many acres and the clearing is practically of similar nature all thru and there is no reason why the unit price per acre should not cover any extra work required.

While it is true that a lump sum was bid upon this job, it really amounted to a unit price bid of about $166.66 per acre for 45 acres and while Mr. Sheerin may claim that their bid was based upon 38 acres, they might just as well make the claim they only bid on one or 10 acres, in which case their price could be $7500 per acre or $750 per acre, therefore, I take no stock in their claim made on that basis. Take this matter up with Bauers & Bauers direct.

As a matter of fact, for your information, we are getting tired of awarding contracts where the whole work is sublet and the general contractors do nothing themselves. In other words, merely acting as brokers, and forcing us to deal with Sub-Contractors on every matter that comes up.

Yours very truly,

C. W. Wanser
Division Engineer

CWW-vc

cc R. A. Klein
Bauers & Bauers

-957

Aug. 15, 1924.

County Court of Deschutes County,
Bend, Oregon.

Gentlemen:

Herewith enclosed please find four copies of a form of resolution which has been prepared to cover the cooperation between Deschutes County and the State Highway Commission in connection with the grading of Unit 2 of the Paulina Prairie-Lava Butte Section of The Dalles-California Highway. This is being mailed to you in conformance with our usual practice in matters of this kind, and we respectfully request that you execute all four copies, returning three to this office and retaining one copy for your files.

Upon receipt of the signed copies in this office, we will be pleased to mail you an executed copy of the contract, to which will be attached an executed copy of this resolution.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:ER

Enclosures

RESOLUTION

WHEREAS, the State of Oregon, through its Highway Commission, at the request of Deschutes County, by its County Court, has entered into a contract with Bauers and Bauers of Dayton, Washington, for the construction of Unit No. 2, of the Paulina Prairie-Lava Butte Section of The Dalles-California Highway in Deschutes County, consisting of 6.5 miles of grading, and being designated as state highway contract No. 746; and,

WHEREAS, by agreement and understanding between the county and the state, the cost of the said construction work is to be paid for fifty per cent (50%) by the county and fifty per cent (50%) by the state, the county to pay its half of estimates as they may become due and are presented by the Highway Commission to the county.

THEREFORE, BE IT RESOLVED, by the County Court, sitting for the transaction of county business, that the County of Deschutes does hereby ratify and affirm said State Highway contract No. 746, made and executed by the State Highway Commission and the contractors, Bauers and Bauers, and hereby agrees to be governed and controlled by the terms of said agreement; and,

BE IT FURTHER RESOLVED, that the County, by this resolution, further obligates itself to pay its proportionate cost of said construction work promptly, as estimates disclosing the same are presented to the County by the State Highway Commission; and,

BE IT FURTHER RESOLVED, that the State Highway Commission be and it is hereby instructed to attach a copy of this resolution to said contracts and make the same a part thereof; and,

BE IT FURTHER RESOLVED, that this resolution be entered in the records of the County Court and that a certified copy of the same be delivered to the State Highway Commission, receipt of which by the said Commission shall be deemed as sufficient authority in incurring the said obligation on behalf of Deschutes County.

COUNTY COURT OF DESCHUTES COUNTY.

By_____
As County Judge.

By_____
As County Commissioner.

By_____
As County Commissioner.

Attest:

_____
As County Clerk.

Dated_____, 1924.
Bend, Oregon.

A

Direct 13 mi.
5½ mi.
3½ mi.
3mi.
B
F
D
E
PROPO
PROPOSED

RODEO

ROUTE

Shevlin-Hixon Log. R.R.

7¾ mi.

C

PR#87

Sept. 13, 1924.

Mr. C. W. Wanzer,
Division Engineer,
The Dalles, Oregon.

Dear Sir:

We are advised by County Judge R. W. Sawyer that Deschutes County is now ready to turn over to us the full amount of the County's cooperation on the grading of Unit No. 2, of the Paulina Prairie-Lava Butte Section.

The arrangement with the County in regard to the financing of the work on the Paulina Prairie-Lava Butte Section is such that the County's cooperation on Unit No. 2 cannot be exactly determined until we know exactly what the County's fifty per cent of the cost of Unit No. 1 will be. We are, therefore, unable to advise Mr. Sawyer as to the amount to be transmitted until the final estimate for Unit No. 1 is submitted and checked.

The amount of money involved in this payment is in the neighborhood of forty or fifty thousand dollars, and, therefore, each day that we are delayed in securing payment of same, we are losing a considerable amount in the form of interest. We request, therefore, that a special effort be made to complete the preparation of the final estimabe for Unit No. 1, and to get this estimate to us for final check.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

S. H. Probert,
Office Engineer.

SHP:ER

CC to J. R. Mitchell

September 10, 1924.

PR 87

Mr. J. R. Mitchell,
Resident Engineer,
Bend, Oregon.

Dear Sir:

Reference is made to your engineering payrolls for the months of July and August. It is noted that part of the time of your engineering crew has been charged to the prefix 9 PA1 on both the payrolls. This prefix was assigned to the Allen Ranch-Lapine surfacing, which was awarded to Porter & Conley on the 29th of April but was cancelled by action of the Highway Commission at the May 28th meeting on account of there being insufficient rock available at the quarry site to be used for this work. We were wondering whether it might not be a mistake in your using this prefix.

The prefix for Unit No. 1 of the Paulina Prairie-Lava Butte Section, Jetley Bros., contractors,, is 9 PA, contract No. 699. The prefix for Unit No. 2 of the Paulina Prairie-Lava Butte Section, Bauers & Bauers, contractors, contract No. 746, is 9 PA2. It would be our thought that the engineering charges shown on your July and August payrolls should have been under either one or the other of these prefixes instead of the prefix 9 PA1.

We will proceed to transfer the charge in both instances which appear under 9 PA1 to 9 PA. If this is incorrect and should be charged elsewhere, will you please advise.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

Office Engineer.

(Dict. by L. E. Parsons/HI)

cc C. W. Wanser

Form No. 31—22291—6M—6-28

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Aug 3rd 4th, 1934

Week from 23rd to 30th

Job Name Paulina Prairie - Lava Butte

Mail Address Bend

Highway The Dalles - Cal

Telegraph or Telephone Address Vandevert's Ranch

County Deschutes Job Prefix 9PA #2

Express and Freight Address Bend

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

There has been nothing done on this job as yet Sub-Contractors are beginning to arrive but cannot start work as there has been no clearing done.

Understand Bauers & Bauers are offering $4000.00 for clearing of R/W on entire job whereas their price is 7500.00

All points referenced & R/W stakes set

NOTED
J. WANZER

(See back of this sheet for instructions and detailed information.)

Signed L. P. Mitchell

Title Res Engr

FIELD ENGINEER'S WEEKLY REPORT

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

SURVEYS

Total miles of location approved .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

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Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job 9 PP #2 ..... *Percentage* 50

Other jobs 9 R R ..... *Percentage* 50

Other jobs ..... *Percentage*

Other jobs ..... *Percentage*

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

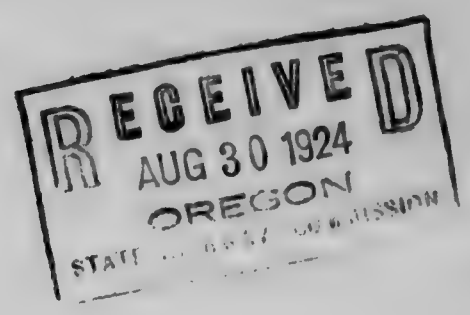
DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No.------

POST OFFICE BUILDING,
PORTLAND, OREG.

August 29, 1924.



Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The modified project agreement and certificate have been executed covering Oregon Federal Aid project #87, Paulina Prairie-Lava Butte section of The Dalles-California Highway. We enclose an original copy each of the agreement and certificate for your files.

Yours very truly,

C. H. Purcell
District Engineer.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on January 9, 1924, by the State Highway Commission of Oregon, and on February 4, 1924, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 87; and

WHEREAS, the said State Highway Commission has requested that the Federal funds approved and set aside to the credit of said project be increased from $7,500.00 to $26,320.46, which is 61.13673 per cent of the total estimated cost of said project; a

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates,and the sum of twenty-six thousand, three hundred twenty and 46/100 dollars ($26,320.46) as the share of the United States payable under said act on account of said project, which does not exceed 61.13673 per cent of the total estimated cost thereof."

Article IV shall read:

> "Article IV. The United States prorata share of the cost of said project shall not in any event exceed (a) the said sum of twenty-six thousand, three hundred twenty and 46/100 dollars ($26,320.46), certified to the Secretary of the Treasury as above mentioned, being 61.13673 per cent of forty-three thousand, fifty-one and 80/100 dollars ($43,051.80), the approved total estimated cost of said project, nor (b) the said per centum of the value of the labor and materials which shall have been actually put into the construction of said project in conformity to said plans and specifications."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon on the 26th day of June, 1924, and the Secretary of Agriculture on the 7th day of July, 1924.

STATE HIGHWAY COMMISSION OF OREGON

By C W Shirley
Chairman, State Highway Commission

By I to B Vandruzen
Member, State Highway Commission

By W Thurtle
Member, State Highway Commission

Howard M. Gore,
Acting Secretary of Agriculture

(MM)

Approval of Plans, Specifications and Estimates
(Cover Oregon Federal Aid Project No. 87).

FORM 8

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, as amended by "An Act making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," approved February 28, 1919, and by "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," approved November 9, 1921 (42 Stat., 212).)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between a point approximately 5 miles north of Lapine and a point approximately 18 miles south of Bend near the west line of Sec. 16, T. 20 S., R. 11 E., W.M., locally known as the Paulina Prairie-Lava Butte Section of The Dalles-California Highway, Deschutes County, and designated in the records of this Department as Project No. 87, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $45,051.80 in addition to the $7,500.00 approved by Certificate of Feb. 4, 1924 as the total estimated cost of said project, and the sum of $18,820.46 as the share of the United States, payable under said acts on account of such project, which does not exceed 41.13673 per cent of said total estimated cost.

Done in the District of Columbia, this 24th day of July one thousand nine hundred and Twenty-four, as witness my hand and the seal of the Department of Agriculture.

Howard M. Gore
ACTING *Secretary of Agriculture.*

GOVERNMENT PRINTING OFFICE 8—4320

RQ-87

August 12, 1924.

Mr. C. W. Wanser,
Division Engineer,
The Dalles, Oregon.

Dear Sir:

It has come to our attention indirectly that Bauers & Bauers propose to sublet the whole of Unit No. 2, Lava Butte-Paulina Prairie Section, to McCall & Sheerin.

It is my understanding that this was the procedure which was followed on the Criterion-Cow Canyon Unit which was let in the first instance to Bauers & Bauers and sublet to McCall & Sheerin, McCall & Sheerin in turn subletting most of the work and doing only a small amount themselves. Please advise if this arrangement has worked out satisfactorily and if not, we should take steps to prevent its repetition on the job south of Bend.

It is our policy, of course, to discourage subletting to a point where the intermediates are acting really as brokers and the man who finally does the work does so at a loss of a very small profit, which makes it difficult for the engineers to handle. Please advise at your early convenience.

Very truly yours,

State Highway Engineer.

RAK:LM

Form No. 39—22292—6M—8-23

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Aug 2nd, 1924

Job Name Unit 1 Paving Prairie-Lava Butte Sec

Week from July 26th to Aug 2nd

Mail Address Bend Ore

Highway The Dalles-Cal

Telegraph or Telephone Address

County Deschutes Job Prefix 9PA

Express and Freight Address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

The grading on this job was completed on the 2nd

Contractors are piling stumps, brush etc in convenient piles for burning when weather conditions will permit

Party retracing and referencing points on line South of La Pine

RECEIVED
AUG 6 1924

NOTED
W. WANZER

(See back of this sheet for instructions and detailed information.)

Signed J. R. Mitchell

Title Res Engr

File
Prefix GPA
File No.

GRADING CONSTRUCTION

Total miles of grading on project 7.69

Miles completed 7.69

Miles completed except finishing 0

Miles covered by contractor's forces

Miles cross-sectioned 7.69

Miles cross-sections completed and checked 7

Miles to be remeasured

Number men in Engineering Party 5

Contractor's average force for week 20 men,

9 teams, steam shovels

Grading work will be completed about Aug 2nd

ROCK OR GRAVEL SURFACING

Total miles surfacing on project

Miles completed

Miles partially done

Average daily yardage placed this week

Average daily yardage necessary to complete on time

Contractor's average force for week men,

teams, trucks

Percentage of total required yardage now in place

Surfacing will be completed about

Number men in Engineering Party

SURVEYS

Total mileage at section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project

Miles paving completed

Average daily sq. yds. this week

Miles shoulders completed both sides

Contractor's average force for week men,

teams, trucks

Percentage of total required yardage now in place

Job will be completed about

Number men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job GPA-1 Percentage 50

Other jobs 18 W L Percentage 50

Other jobs Percentage

Other jobs Percentage

File
Prefix GPE
File No.

PR#87

The Dalles, Oregon - June 12, 1924

Mr. J. R. Mitchell
Resident Engineer
Silver Lake Route
Bend, Oregon

Dear Sir:

I am enclosing herewith, bills and a copy of correspondence from the Salem office, in connection with the Extra Work bill of Jetly Brothers, on Contract No. 699, Unit 1, Lava Butte-Paulina Prairie Section.

Mr. Klein's letter self-explanatory and I would suggest that you take this matter up with Jetly Brothers explaining to them the matter as outlined in my previous letter in this connection.

Please have them present a bill which will conform to the amounts that are correct and the same will be passed thru for payment as soon as possible.

REC'D JUN 13 1924
STATE HIGHWAY

Yours very truly,

C. W. Wanzer,
Division Engineer.

Encl.
HM-c

By
Office Engineer

cc K. A. Klein

PR#87

OREGON STATE HIGHWAY COMMISSION
SALEM

June 10, 1924.

Mr. C. W. Wanser,
Division Engineer,
The Dalles, Oregon.

Dear Sir:

Reference is made to the Jetley Bros. claims for force account work performed on Unit No. 1 of the Pauline Prairie-Lava Butte Section, during the month of April, which claims were submitted with your letter of June 6th.

In handling overcharges such as occurred in the bills rendered by Jetley Bros, it is our practice to return the bills for corrections rather than to arbitrarily make such corrections. This procedure eliminates the possibility of the contractor coming in at a later date and claiming that our corrections were improperly made, and it also penalizes the contractor to the extent of holding up his payment for a month or two.

We believe that this practice should be followed in the present instance, and that the opportunity should be taken to let the contractor know that a repetition of an offense of this kind will be followed by more drastic action than is being taken in the present instance.

The claims referred to are being returned to you herewith.

Very truly yours,

ROY L. KLEIN
State Highway Engineer

By

Office Engineer

SHP:TW

Enclosure.

COMMISSIONERS

6.6

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

PR*87

The Dalles, Oregon - June 6, 1924

Mr. R. A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Enclosed herewith, find Extra Work Bill No. 1, Contract No. 699, grading Paulina Prairie-Lava Butte Section, with supporting data, which has been approved by Resident Engineer .. .. Mitchell and myself.

Enclosed also bill as submitted by Getler Brothers, which is considerable in excess of the amount which was approved and which was rejected both by Mr. Mitchell and myself, in favor of the one mentioned above.

Please be advised that the bill as submitted by Getler Brothers, was not approved for the reason that the rates of pay are higher than that paid on their regular work, according to the terms of their contract, all extra work is to be paid for at the prevailing rates, which in this case, would be the same as that paid on their regular work, they to receive the regular additional amount of 15¢ on labor.

Yours very truly,

D. W. Wanzer,
Division Engineer.

ANSWERED
S. H. Probert

Encl.
HWH-vc

By H W Bennett
Office Engineer.

P987

FORM 8A 83010 10M-1-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. [illegible]LONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

File
Mile 9 V.F
Re No.

OREGON STATE HIGHWAY COMMISSION
SALEM

The Dalles, Oregon - June 7, 1924

REFERRED TO
S H
BY R. A. K.

Mr. R. A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Referring to your letter of June 3rd, in regard to possible grade changes of Unit No. 2, Lava Butte-Paulina Prairie Section, please be advised that I have just returned from Bend and have already anticipated this question and took the matter up with Mr. J. A. Mitchell, Resident Engineer, to go into the matter thoroughly and see if the quantities could be reduced by changes in grade and investigate as to the depth of the rock in the cuts and try to demonstrate if these proposed rock cuts were merely surface rock lying on top of cinders, as our proposed quarry site turned out, and if the rock cuts turn out to be surface rock lying on cinders, we can materially improve our grade line, reduce borrow quantities even if excavation quantities are increased without materially increasing the cost of the job.

I am very glad to hear that it is not essential that this project be advertised for grading on June 26th, as I doubt if proper and thorough investigation can be made and get all the necessary data to you in time to advertise the job for this date.

I think a little extra time and money spent now in preliminary work and investigation to be advisable and an economic saving in the end.

Yours very truly,

C. W. Wanzer,
Division Engineer.

CWW-vc

cc J. A. Mitchell

June 3, 1924

NOTED
R.A.K.

Mr. C. W. Wanzer,
Division Engineer,
The Dalles, Oregon.

PR # 87

Dear Sir:

In looking over the profile for Unit No. 2 of the Lava Butte-Pauling Prairie Section, we have noted a few places at which slight grade changes might be made with very material savings in excavation quantities.

At a number of points the grade line has been laid high to avoid possible rock excavation, but it appears that in a number if instances the resultant increase in embankment quantities is out of all proportion to the saving effected in rock excavation, and in discussing the matter with Mr. Scott, by whom the location was made and by whom the grade line was laid, it appears that it is not positively known that rock excavation would be encountered at all of the points at which the grade line has been held high to avoid rock excavation.

We are sending under separate cover a blue print copy of the profile upon which we have noted some of the grade revisions that should be considered, and Mr. Klein has asked me to instruct you to have test pits dug and other investigations made which will enable the most economical placing of the grade line. He considers that this work should be done prior to the letting of the contract, and he does not consider it especially important that the contract be let at the next Highway letting if proper investigations cannot be completed in time for contracting at that time.

Particular attention is called to the grade line between Stations 405 and 430. The grade line which we have shown on the profile in yellow would result in a very material reduction in borrowed embankment quantities with only a very slight increase in the quantity of roadbed excavation. It should be noted at this point, too, that the grade line as originally laid is very probably below the surface elevation of scab rock if any should exist at this point, so a slight lowering of the grade line would not increase the difficulty of excavation. Mr. Scott states that he thinks rock would be encountered at a depth of two or three feet, but he is not entirely positive that the ridge to be cut through is not of cinder formation.

The grade line shown in red would, with practically no increase in total excavation quantities, permit construction of the high fill between Stations 405 and 417, which fill according to the original plan was to be omitted until such time as the irrigation reservoir is ready to be flooded. In case the ridge between Stations 420 and 425 is solid rock there would, of course, be some considerable increase in the total cost of excavation work, but the resultant grade line would be better and it would be of very material value to have the fill between Stations 405 and 417 completed. It is desirable, also, that this fill be of all rock material, as otherwise it would be necessary to rip rap same.

Please understand that the above remarks are in the way of suggestions only, and that the determination of the grade line at which this section of highway is to be built will rest entirely with you. Your experience in the grading of Unit No. 1 of the Lava Butte-Paulina Prairie Section will undoubtedly be of value in the consideration of these matters.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

SHP:TW

APPA

C.O

3987

STATE HIGHWAY COMMISSION
May 21st, 1924.

Mr. R. A. Klein,
State Highway Engineer,
O f f i c e.

NOTED
J. H. SCOTT

Dear Sir:

At your request, the following estimate has been prepared for the Lava Butte-Allan's Ranch Section of The Dalles-California Highway in Deschutes County. This connects at the north end of the contract of Jetley Brothers, underway at this time on the Allan's Ranch-Paulina Prairie Section.

Station 406 to Station 732+50 - 6.2 Miles

Common excavation -	110,410	cu. yds. @	[illegible]	$36,435.30
Solid Rock " -	9,280	cu. yds. @	$2.25	20,880.00
Overhaul	6,790	sta. " @	0.05	339.50
Clearing & Grubbing	47.1	acres @	60.00	7,536.00
		Total		$65,190.80

Very truly yours,

J. H. Scott

Market Road Engineer.

JHS:ER

FORM 8A 53918 10M-1-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
COMMISSIONERS

OG-87

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

The Dalles, Oregon - May 7, 1924

Mr. R. A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

The enclosed copy of letter to Mr. J. R. Mitchell, in regard to the La Pine situation, covers our position or stand, as I look at it at the present stage of the game. Kindly advise if this stand covers your point of view.

NOTED
R.A.K.

I thought it advisable to post Mr. Mitchell to this extent in order that he might fully understand the situation in any talk that he might have with the contractors at this time.

Yours very truly,

C. W. Wanzer

C. W. Wanzer,
Division Engineer.

Encl.
CWW-vc

RECEIVED
MAY 9 1924

The Dalles, Oregon - May 7, 1924

Mr. J. R. Mitchell
Resident Engineer
La Pine, Oregon

Dear Sir:

The result of the laboratory tests made of the material underlying the proposed quarry-site, near station 200, on the LaPine project, sample of which you obtained for Mr. Klein and myself, and we took with us, will allow the contractors the use of this cinder material not to exceed 15% of the total quantity when uniformly mixed with the top rock, according to a telegram received from Mr. Klein today.

In other words, the surfacing materials (when conforming in other respects to our specifications) may contain 15% of this material, as represented by your samples, providing the same is uniformly mixed with the ledge or top rock.

While there is a question whether the full amount of surfacing and maintenance material, called for in the contract, can be obtained from this quarry, still the actual quantity that can be obtained, is unknown at this time and undeterminable, except by actual operations, and the full amount may be available though the same is doubtful.

Our position or stand in this matter is, namely, that the contractor should proceed under his contract to get out surfacing and maintenance materials to the full amount of the contract, or exhaust all available materials from this quarry-site that conform to our specifications, including the cinder material as outlined above.

If in doing this, the total amount of surfacing and maintenance materials has not been obtained, then it will be necessary for the contractor to move to another setup or quarry, to be chosen by us.

Mr. Klein has offered, in case another setup is required, to stand the cost of such extra setup to the amount not to exceed $1500.00, which sum Porter & Conley said would fully cover the cost of said move or setup. This offer of Mr. Klein, I consider very reasonable and fair to both the contractor and the state.

RECEIVED
MAY 9 1924

The contractor should thoroughly understand that the state did not guarantee the quantity of material that could be obtained from this quarry, though it was presumed that there was sufficient available material. The contractor has to always take that chance just as the state does, and if another setup has to be made, it will increase the state hauling cost also, and under the circumstances, Mr. Klein's offer to pay in addition thereto, the cost of the extra setup, if necessary, is very liberal.

Yours very truly,

C. W. Wanzer,
Division Engineer.

CWW-vs

cc R. A. Klein

99-57

May 5, 1934

Porter & Conley,
510 Railway Exchange Building,
Portland, Oregon.

Gentlemen:

In connection with the contract which was awarded to you recently by the State Highway Commission for the surfacing of the Allen Ranch-Lapine Section of The Dalles-California Highway, please be advised that we shall expect you to carry on this work in strict conformance with that clause in the contract on page 4 relating to industrial accident insurance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

WILLIAM DUBY, BAKER, CHAIRMAN
H. SOLOMON DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

RECEIVED
APR 28 1924

The Dalles, Oregon - April 27, 1924

3 R87

Mr. R. A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Enclosed herewith revised Division Engineer's Estimate of Cost, Allen Ranch-La Pine Section of The Dalles-California Highway in Deschutes County.

Please destroy the estimate previously sent you on this project as the same was incorrect, due to calculations of hauling.

Yours very truly,

C. W. Wanzer,
Division Engineer.

By [signature]
Office Engineer.

Encl.
HHH-vc

DIVISION ENGINEER'S

ESTIMATE OF COST FOR COMPARISON OF BIDS - FOR SURFACING

ALLEN RANCH - LA PINE SECTION

RECEIVED
APR 28 1924

Station 405/38.6 to (Equals 6/00 - 414/52.0) 700/00 — 13.07 Miles

Bids Under Alternate "A"

Detail estimate of Cost of 28,000 Cubic Yards of Broken Stone Surfacing Material, including all work under Alternate "A", and 2[illegible]0 Cubic Yards Maintenance Material.

Quarry at Station 200/00

Surfacing Materials

Set Up & Tear Down	.20
Quarrying	1.25
Crushing	.55
Hauling(Basis .25 per mi)	1.106
Processing & Blading	.35
	3.456
Plus 15%	.5194
	$3.9754

Filler from Station 40/00

Maintenance Material

Set Up & Tear Down	.20
Quarrying	1.25
Crushing	.55
Stock Piling	.15
	2.15
Plus 15%	.32
	$2.47

Estimated Cost of items as called for in proposal under Alternate "A"

28,000 Cubic Yards	Rock Surfacing Material	@ 3.98	111,440.00
2,000 " "	Maintenance Material	@ 2.47	4,940.00
5,600 " "	Filler	@ .50	2,800.00
19,700 Yard Miles	Filler Haul	@ .25	4,925.00
	Total Estimated Cost Alternate "A"		$124,105.00

Bids Under Alternate "B"

Detail estimate of Cost of 28,000 Cubic Yards Broken Stone Surfacing Material [illegible]

RECEIVED
APR 28 1924

DIVISION ENGINEER'S

ESTIMATE OF COST FOR COMPARISON OF BIDS - FOR SURFACING

ALLEN RANCH - LA PINE SECTION

Station 405/38.6 to (Equals 0/00 - 414/52.0) 700/00 — 13.07 Miles

Bids Under Alternate "A"

Detail estimate of Cost of 28,000 Cubic Yards of Broken Stone Surfacing Material, including all work under Alternate "A", and 200 Cubic Yards Maintenance Material.

Quarry at Station 200/00

Surfacing Materials	
Set Up & Tear Down	.20
Quarrying	1.25
Crushing	.55
Hauling(Basis .25 per mi)	1.106
Processing & Blading	.35
	3.456
Plus 15%	.5184
	$3.9754

Filler from Station 40/00

Maintenance Material	
Set Up & Tear Down	.20
Quarrying	1.25
Crushing	.55
Stock Piling	.15
	2.15
Plus 15%	.32
	$2.47

Estimated Cost of items as called for in proposal under Alternate "A"

28,000	Cubic Yards	Rock Surfacing Material @ 3.98	111,440.00
2,000	" "	Maintenance Material @ 2.47	4,940.00
5,600	" "	Filler @ .50	2,800.00
19,700	Yard Miles	Filler Haul @ .25	4,925.00
		Total Estimated Cost Alternate "A"	$124,105.00

Bids Under Alternate "B"

Detail estimate of Cost of 28,000 Cubic Yards Broken Stone Surfacing Material and 2000 Cubic Yards Maintenance Material, under Alternate "B".

Surfacing Materials	
Set Up & Tear Down	.20
Quarrying	1.25
Crushing	.55
	2.00
Plus 15%	.30
	2.30

Maintenance Materials

Same as Alternate "A"

viz. 2.47

Estimated Cost of items as called for in Proposal, under Alternate "B"

28,000	Cubic Yards	Broken Stone Surfacing Material @ 2.30	64,400.00
2,000	Cubic Yards	Broken Maintenance Material @ 2.47	4,940.00
			$69,340.00

Cost of work to be performed by State Forces, under Alternate "B" in order to compare bids on Alternate "A" and Alternate "B".

28,000 Cubic Yards Surfacing Material

Spreading, dragging, processing

28,000 Cubic Yards Surfacing Material	.35	9,800.00	+ 15% 1470	$11270.00
5,600 " " Filler	.50	2,800.00		2800.00
19,700 Yard Miles Filler Haul	.25	4,925.00		4925.00
1 28,900 Yard Miles Surfacing Material Haul	.25	30,975.00	+ 15% 4646.25	35621.25
		49,500.00	6116.25	54616.25
Plus Cost to be done by Contract under Alter "B"		69,340.00		69340.00
		117,840.00		123956.25

Recapitulation of Alternates "A" & "B"

for Comparison of Bids

Alternate "A"		$124,105.00
Alternate "B"	$117,840.00	
Plus 15% Profit allowed contractor	6,116.25	
		$123,956.25

FORM 8A 25516 1011-1-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. SALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

The Dalles, Oregon - April 26, 1924

Mr. R. A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Enclosed herewith Extra Work Bill No. 1, supporting data, Contract No. 699, Grading Unit No. 1 Lava Butte-Paulina Prairie Section of The Dalles-California Highway in Deschutes County.

Yours very truly,

C. W. Wanzer,
Division Engineer.

By H. H. Hackett
Office Engineer.

Encl.
HHH-VC

FORM 8A 20510 10M-1-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

9977

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

The Dalles, Oregon - April 10, 1924

Mr. R. A. Klein
State Highway Engineer
Salem, Oregon

RECEIVED
APR 11 1924
STATE ...

Dear Sir:

Enclosed herewith please find Division Engineer's Estimate and analysis of cost for comparison of bids on the Allen Ranch-La Pine Section of The Dalles-California Highway in Deschutes County. Also the special provision that I would like to have incorporated in the specifications.

In addition to the estimated cost submitted for comparison of bids, I estimate that it will cost in the neighborhood of $800.00 for "extra work" to be doneeither by State forces or by the contractor under "Extra Work Orders" to revamp and put in shape the section that was graded two years ago, before the new surfacing is put on the same.

If sprinkling is required, it will cost approximately $4000.00, but I am of the opinion that we can avoid this expense if the filler material proves what I think it will be.

I recommend that the time limit for this proposed project, if awarded at this April meeting, to be of date of December 1, 1924. This will push the contractor to complete within this time, but snow conditions will probably shut down the work by that date and if not completed then, an extension of time can be given if reasonable progress has been made, and it may be the means of forcing them to complete this work this season, which is advisable.

Yours very truly,

C. W. Wanzer

C. W. Wanzer,
Division Engineer.

Encl.
C.W-vc

April 9, 1924

RECEIVED
APR 11 1924

DIVISION ENGINEER'S

ESTIMATE OF COST FOR COMPARISON OF BIDS - FOR SURFACING

ALLAN RANCH - LA PINE SECTION

Sta 405+38± to (equation 0+00 = 414+52±) 700+00 13.07 Miles

Bids Under Alternate "A"

Detail estimate of Cost of 28,000 Cubic Yards of Broken Stone Surfacing Material, including all work under Alternate "A", and 200 Cubic Yards Maintenance Material.

Quarry at Station 200+00 Filler from Station 40+00

Surfacing Materials			Maintenance Materials	
Set Up & Tear Down	.20		Set Up & Tear Down	.20
Quarrying	1.25		Quarrying	1.25
Crushing	.55		Crushing	.55
Hauling (Basis .25 per mi)	.64	1.03	Stock Piling	.15
Processing & Blading	.36			2.15
	3.00		Plus 15%	.32
Plus 15%	.45			
	$3.45	3.90		$2.47

Estimated Cost of ~~Items~~ Items as called for in proposal under Alternate "A"

28,000	Cu. Yds.	Rock Surfacing Material	@ 3.45 3.90	$ 96,600.00
2,000	" "	Maintenance Material	" 2.47	4,940.00
5,600	" "	Filler	" .50	2,800.00
14,000	Yard Miles	Filler Haul	" .25	3,500.00
			Total Estimated Cost Alternate "A"	$107,840.00

Bids Under Alternate "B"

Detail estimate of Cost of 28,000 Cubic Yards Broken Stone Surfacing Material and 2000 Cubic Yards Maintenance Material, under Alternate "B".

Surfacing Materials		Maintenance Materials
Set Up & Tear Down	.20	Same as Alternate "A"
Quarrying	1.25	viz. $2.47
Crushing	.55	
	2.00	
Plus 15%	.30	
	$2.30	

Estimated Cost of ~~Items~~ Items as called for in Proposal, under Alternate "B".

28,000	Cubic Yards	Broken Stone Surfacing Material	@ 2.30	$ 64,400.00
2,000	" "	Maintenance "	" 2247	4,940.00
				69.340.00

cost of work to be performed by State Forces, under Alternate "B" in order to compare bids on Alternate "A" and Alternate "B".

28,000 Cubic Yards Broken Stone Surfacing

Spreading, Dragging, Processing	@	.36	
Plus 15%		.05	
		.405	11,340.00
5,600 Cubic Yards Filler	@	.50	2,800.00
81,200 Yard Mile Haul	@	(.25 + 15%) .30	24,360.00
139,000 Total			$38,500.00

Recapitulation Alternate "B"

Estimated Cost of work, to be done by Contract	$ 69,340.00
" " " " " " " " State Forces	38,500.00
Total Estimated Cost	$107,840.00

T. Campbell's Estimate

for Comparison of Bids -

ESTIMATED COST OF WORK TO BE PERFORMED BY STATE FORCES
ON ALLEN RANCH - LA PINE SECTION
OF THE DALLES-CALIFORNIA HIGHWAY

April 24, 1924.

14000 Cu. Yds. base Course broken stone surfacing	per Cu. Yd.	1.32½		18550.00
14000 Cu. Yds. top " " " "	" " "	1.32½		18550.00
5600 Cu. Yds. Filler	" " "	.60		3360.00
14000 Yd. Miles Filler Haul	" Yd. Mile	.21		2940.00
	TOTAL			$43400.00

Above estimate is exclusive of cost of broken stone, which material is to be furnished by the contractor.

P.R. 87 Surf

April 16, 1924.

PR 87

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies each of estimate and unit price analysis for surfacing the Allen Ranch-Lapine Section, Oregon Project No. 87. Bids will be received upon this surfacing on April 29th.

In order to take care of some revisions in the quantities necessitated by Mr. Manzer's estimate for the work, we are sending you under separate cover four blue prints of revised summary sheet of the plans. Will you kindly insert these revised copies in the plans which previously have been sent to you?

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

(Dict. by J. W. DeSouza / TW)

Enclosure.

Four special provisions also included

JWDS

April 16, 1924.

PR 87

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies each of estimate and unit price analysis for surfacing the Allen Ranch-Lapine Section, Oregon Project No. 87. Bids will be received upon this surfacing on April 29th.

In order to take care of some revisions in the quantities necessitated by Mr. Wanzer's estimate for the work, we are sending you under separate cover four blue prints of revised summary sheet of the plans. Will you kindly insert these revised copies in the plans which previously have been sent to you?

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

(Dict. by J. W. DeSouza, W)

Enclosure.

Four special provisions also included

J.W.D.

OREGON STATE HIGHWAY DEPARTMENT — PROJECT NO. 87

Allen Ranch-Laidlaw Section of The Dalles-California Highway in Deschutes County, Oregon.

(Estimate with plans. Not as basis for project agreement. Covers surfacing only.)

Salem, Oregon, April 25th, 1924.

ALLEN RANCH-PAULINA PRAIRIE.

8,250	cu.yds.	Base Course Broken Stone Surfacing	3.35	27,637.50
8250	"	Top " " " "	3.55	29,287.50
3,200	"	Filler	.50	1,600.00
8,000	mi.yd.	Filler Haul	.25	2,000.00

PAULINA PRAIRIE-LAPINE

5,750	cu.yds.	Base Course Broken Stone Surfacing	3.35	19,262.50
5,750	"	Top " " " "	3.55	20,412.50
2,400	"	Filler	.50	1,200.00
6,000	mi.yd.	Filler Haul	.25	1,500.00
		Sub-total		102,900.00
		10% Engr.& Cont.		10,290.00
				113,190.00

Length of project - 12.98 miles
Cost per mile $ 8,720.33

OREGON STATE HIGHWAY DEPARTMENT

PROJECT A 57.

ALLENS RANCH-LAPINE SECTION OF THE DALLES-CALIFORNIA HIGHWAY IN DESCHUTES COUNTY

(Analysis of Estimated Surfacing Price)

Royalty	.05
Quarrying	1.20
Crushing & Screening	.75
Hauling (2.56 m.s.,25)	.64
Placing & Finishing	.36
	3.00
15% profit	.45
Estimated price	3.45

SPECIAL PROVISIONS

Allen Ranch-Lapine, Surfacing.

ALTERNATE PROPOSITIONS

Bids will be considered by the State Highway Commission upon two alternate propositions, to be hereinafter referred to as Alternate "A" and Alternate "B".

Under Alternate "A", the work to be done under this contract shall consist of the furnishing of all materials and the performance of all work in connection with the surfacing, as hereinafter provided, of the Allen Ranch-Lapine Section of The Dalles-California Highway. It shall also include the furnishing and stock piling, as hereinafter provided, of certain quantities of broken stone to be later used by the State in connection with maintenance work.

Under Alternate "B", the work to be done under this contract shall consist of the furnishing of certain quantities of broken stone surfacing material and of the delivery of this material through bunkers into state operated trucks, for use by the State in the surfacing of the Allen Ranch-Lapine Section; said furnishing and delivering to be done in accordance with the specifications and provisions given herein. It shall also include the furnishing and stockpiling, as hereinafter provided, of certain quantities of broken stone to be later used by the State in connection with maintenance work.

The State Highway Commission reserves the right to reject any and all bids and to make such award as it may deem to be to the best interest of the State.

In case an award is made under Alternate "B", the State Highway Commission will, with its own forces and equipment, haul away the materials furnished and delivered by the contractor for use in the surfacing work, and handle all details in connection with the placing of those materials on the road. The State Highway Commission will not, however, perform any work incidental to th transporting and stockpiling of the broken stone to be furnished and stockpiled for maintenance purposes.

SURFACING MATERIALS

Under both Alternates "A" and "B, the surfacing materials to be furnished shall conform to, and shall be furnished in accordance with, the following provisions:

Kind and Quality of Materials:

The surfacing materials to be furnished under this contract shall be broken stone manufactured from clean, hard and durable rock which when subjected to the abrasion test described in Bulletin No. 555 of the U. S. Department of Agriculture, shows an abrasion loss not exceeding eight (8) per cent.

Source of Materials:

Suitable rock from which to manufacture broken stone is available at a point about four-tenths of one mile west of Station 200. The contractor will probably find it advisable to use rock from that source, but if he locates and desires to use other sources of materials, and if, in the opinion of the engineer, the rock from such other sources is equally as suitable as the rock ffom the source designated, such source may be used, provided such use will not entail extra expense to the State, and provided such use is not objectionable to the State from some other standpoint.

Acquisition of Rights to Take Rock:

The State Highway Commission will acquire and make available to the contractor, without charge, the right to take rock from the source above described, and the right to use such property adjacent thereto as may be required for the contractor's camps, crusher set-ups, bunkers, stock piles and hauling roads.

If the contractor desires and is allowed to use sources of suitable materials other than those designated, he must, at his own expense, acquire the necessary rights to take materials and to use property for camp sites, hauling roads, and other purposes.

Development of Sources:

Under Alternate "A", the contractor shall, at his own expense, remove all overburden, construct and maintain hauling roads, and do all other work necessary in connection with the development of the sources of materialss.

Under Alternate "B" the contractor shall, at his own expense, remove all overburden and do all other work in connection with the development of the sources of material, except the work of constructing and maintaining the hauling roads, which work will be performed by the State at its own expense.

Sizes of Materials.

Base course materials shall all pass a screen having one and one-half (1½) inch circular openings. It shall contain not more than fifty (50) per cent of material passing a three-quarter (3/4) inch circular opening, nor more than twenty-five (250) per cent of material passing a one-quarter (1/4) inch square opening. It need not contain any material passing a three quarter (3/4) inch circular opening, but it shall be well graded from the maximum one and one-half (1½) inch size to its mimimum size of three-quarters (3/4) inch or below.

Top course materials shall all pass a screen having three-quarter (3/4) inch circular openings, and shall contain not to exceed thirty-five (350) per cent of materials passing a one-quarter (1/4) inch square opening. It shall be well graded from the maximum three-quarter (3/4) inch size to dust.

Handling of Materials:

In handling of materials, the contractor shall use means which will prevent, as far as possible, a separation of the fine from the coarse materials. As far as possible, materials in being transferred into stock piles, bins, or vehicles shall be dropped vertically.

PROVISIONS GOVERNING THE
CONSTRUCTION OF THE SURFACING

Under Alternate "A", the contractor shall, besides furnishing the surfacing materials, haul and place them, and construct from them a finished broken stone surfacing. Under Alternate "B", the hauling and placing of the materials and the construction of the surfacing shall be done by state forces and with state equipment.

The hauling and placing of the surfacing materials and the construction of the surfacing, whether done by the contractor or by the state, shall be done in accordance with the following provisions

Preparation of Subgrade:

Before spreading the surfacing materials, the contractor shall by means of blades, graders, fresnoes, or other suitable equiment, shape up the roadbed, brinding same to uniform crown and grade, with a surface free from ruts, humps, and depressions.

The subgrade shall be prepared only a short distance ahead of the surfacing operations and after having once been prepared, shall be maintained true to crown, grade and uniform surface until covered.

In no event shall any surfacing materials to be placed upon any section of the subgrade which is not, in the opinion of the engineer , in a condition suitable and satisfactory for surfacing.

Number of Courses and Cross-Section:

The number of courses in which the surfacing shall be laid, and the cross-section to which it shall be constructed shall, in general, conform to the specifications in the paragraphs below, and to the attached or accompanying cross section plan, but these features shall be subject to such changes as may be ordered by the Engineer to take care of varying conditions.

The surfacing shall be constructed in three courses. The first course shall consist of base course materials, and shall be approximately four inches (4) in thickness; the second course shall consist of top course materials and shall be approximately three (3) inches in thickness; and the third course shall consist of top course materials and shall be approximately one (1) inch in thickness.

The finished surfacing shall have a bottom width of eighteen (18) feet, and a top width of fourteen (14) feet. Each course shall entirely cover and overlap the course below it, as indicated on the typical cross-section plan attached.

Hauling.

The direction of hauling, the direction of progress in surfacing construction, and the point or points of commencing work, shall at all times be under the control of the engineer. The first course shall be constructed at such distance in advance of the second course as the engineer may direct, and whether hauling shall or shall not be done over the newly placed materials shall be determined by him. In these matters the engineer shall be guided by the effect hauling over the newly placed materials may have upon the resultant surfacing. Hauling over the materials will be required as long as it tends to compact them. Hauling over the materials will not be allowed if it tends to work them into the subgrade, or to churn the materials of one course into those of another.

Blading and Dragging:

Such blading and dragging of each of the several courses shall be done as may be necessary to bring them to uniform grade and crown with smooth and even surface, and as may be necessary to maintain them free from ruts and true to the crown, grade and surface to which they are first constructed. They shall be so maintained until covered, or, in the case of the top course, until all work under the contract is completed.

Incorporation of Filler:

There shall be incorporated with each course of the surfacing, such quantities of "filler" material, as the Engineer may direct. The kind of material to be used, and the methods by which it is to be incorporated with the surfacing shall be as hereinafter provided.

Sprinkling and Rolling:

If, in the opinion of the Engineer, the surfacing materials should be sprinkled or rolled during the course of construction, the sprinkling or rolling shall be done by the contractor, and paid for as "Extra Work", or shall be done by state forces without cost to the contractor.

Finishing Shoulders and Cleaning Ditches:

After the surfacing has been placed and compacted, the earth shoulders shall be leveled down and the entire roadbed, inclusive of ditches, trimmed up so as to provide a uniformly crowned and well drained cross-section. All excess excavated materials and all loose stones and rock fragments that may be dragged to the surface shall be deposited on the sides of embankments or otherwise disposed of to the satisfaction of the Engineer.

PROVISIONS GOVERNING THE
DELIVERY OF SURFACING MATERIALS UNDER
ALTERNATE "B"

Points of Delivery:

Broken stone surfacing materials to be furnished under Alternate "B", for use by the State in the surfacing work, shall be delivered into state trucks at the site of the quarry, to be

opened in the source of rock above described as being located about four-tenths of a mile west of Station 200, or it shall be delivered at a point equally acceptable to the Engineer, from which the cost to the State of hauling the materials onto the road will be no greater than would be the cost of hauling from that particular site.

Quantities:

The quantities of surfacing materials to be furnished shall be the quantities required to surface the Allen Ranch-Lapine Section in accordance with the surfacing specifications hereinbefore given.

Materials to be Delivered Through Bunkers:

All surfacing materials shall be delivered through bunkers provided by the contractor.

The bunkers shall have a capacity of not less than forty (40) per cent of the expected daily output of material; they shall be constructed in accordance with best modern practice; they shall be designed so that the crushed materials will be dropped vertically into and from the bins; and they shall be conveniently accessible to trucks.

The contractor shall furnish such labor as is required in connection with the loading of the materials from the bunkers into the trucks.

Rate of Delivery and Time of Beginning.

The delivery of materials shall commence not later than June 15, 1924, and shall proceed at a rate of not less than two hundred and fifty (250) cubic yards per day.

Cooperation Between State and Contractor:

Both the State and the contractor, shall, in the conduct of their respective parts of the work, endeavor to make possible for each other the most efficient and economical prosecution of the work.

Delivery of Materials to be Uniform:

The contractor shall hold his daily production as nearly uniform as possible. He shall give at least five (5) days notice of every change in forces, working hours, or equipment which will materially increase or decrease his output, and he shall give as early notice as possible of any partial, temporary or complete shut-down that may become necessary. He shall make no shut-down which will entail extra expense to the State except when such shut-down is absolutely unavoidable.

State's Obligation to Remove Materials as Produced:

The State Highway Commission shall operate upon the work a sufficient number of trucks to handle a uniform daily output of materials equal to the average daily production during the ten (10) prior and successive working days. It shall endeavor, as far as consistent with economical truck operation, to handle materials as fast as they are placed in the bunkers. It will maintain its trucks in good repair, and will be prepared to make such replacements and additions as may be necessary and reasonable.

No materials will be hauled when, on account of unfavorable weather conditions, hauling cannot be economically performed or would be detrimental to the subgrade or to the surfacing already in place.

The State Highway Commission will not be responsible for failure to move all of any daily output greatly in excess of the daily average, and it will not maintain on the work any more trucks and drivers than can be kept employed with reasonable uniformity. It will not be responsible for delays occasioned by unfavorable weather conditions, by unusual number of accidents or breakdowns or other unavoidable causes.

FURNISHING AND DELIVERING OF MAINTENANCE MATERIALS

Under both Alternate "A" and Alternate "B", the contractor shall furnish and deliver broken stone for maintenance purposes. The furnishing and delivery of this material shall be done in accordance with the following provisions.

Materials:

Broken stone for maintenance material shall be the same in all respects as the Top Course Broken Stone above specified for use in the surfacing work, and it shall be produced and furnished in accordance with the specifications applying to the producing and furnishing of the surfacing materials. It shall be delivered in stock piles located and constructed as follows:

Location of Stock Piles:

The stock piles of maintenance materials shall be located immediately adjacent to the crusher set-up at the acceptable source of materials hereinbefore mentioned, or they shall be located at such other point or points as will be equally acceptable to the engineer and as will result in no extra expense to the state in the later hauling of the materials from the stock piles to the points on the highway at which they are planned to be finally deposited.

The stock piles shall be so located as to be easily accessible to trucks, and the sites must in all respects be suitable for the purpose.

Building Stock Piles:

The sites for the stock piles shall be cleared of all brush, trees, stumps, loose stones and other materials which might become mixed with the broken stone, or which might interfere with the picking-up of the broken stone when same is to be removed.

The piles shall be not less than fifteen (15) feet in height with side slopes not flatter than one and one-half to one ($1\frac{1}{2}$-1). They shall be neat and regular in form and shall cover as small areas as practicable.

Quantities:

The quantity of maintenance materials to be furnished shall be approximately 2,000 cubic yards.

Measurement of Maintenance Materials:

The quantities of maintenance materials to be paid for shall be determined by cross-section measurement of the completed stock piles. No allowance will be made for settlement or shrinkage.

FILLER

Under Alternate "A", the filler materials shall be furnished hauled and incorporated with the surfacing materials by the contractor, but under Alternate "B", the filler materials shall be furnished, hauled and incorporated by the State.

The furnishing and placing of the filler, whether done by the contractor or by the State, shall be done in accordance with the following provisions:

Materials:

Material for use as "Filler" shall be clay or other earth material possessing suitable binding qualities It shall be free from stones, lumps, clods and foreign matter of all kinds. It shall be uniform in texture, well pulverized and otherwise suitable for the purpose which it is to serve.

Sources of Filler Materials:

Materials for use as "filler" shall be obtained from such sources as the engineer may select.

The right to take materials from the sources selected by the engineer will be acquired by the State Highway Commission without cost to the contractor.

Development of Sources:

The development of the sources of filler materials, including the removal of overburden and the construction and maintenance of hauling roads shall be considered to be a part of the work to be done in connection with the furnishing of filler materials, and under Alternate "A" the cost thereof shall be borne by the contractor.

Incorporation of Filler:

After the course of surfacing in connection with which the filler is to be used has been spread to uniform crown and even surface as elsewhere provided, the filler materials shall be spread uniformly over the surfacing materials in such quantity as the Engineer may direct. The incorporation or mixing of the filler with the surfacing materials in the course being filled, shall then be accomplished in the following manner.

By means of a heavy blade grader the surfacing materials in the course being filled and the filler material to be mixed with them, shall be moved, first, from their position on the road, to the edges of the road, and second, back into position again. This operation of moving the materials to the sides or edges of the road, and then back into position shall be performed at least twice, and more times if necessary for the thorough mixing of the filler with the surfacing materials.

After the filler is thoroughly mixed in, the course shall be reshaped to uniform crown and even surface and so maintained as hereinbefore specified.

BASIS OF PAYMENT TO CONTRACTOR

Alternate "A"

Under Alternate "A", full and complete payment for the work above specified to be done by the contractor under that alternate, shall consist of payment for the following items at their respective bid prices:

(1) Base Course Broken Stone Surfacing
(2) Top Course Broken Stone Surfacing
(3) Maintenance Materials in Stock Pile.
(4) Filler
(5) Filler Haul.

The quantities of each of the first four of the above mentioned items to be paid for shall be the number of cubic yards of each furnished and placed as herein specified, measurement of the surfacing materials and filler to be "Loose Measure" aboard trucks or other conveyances at the points of loading, and measurement of the maintenance materials to be "in place" in stock piles.

The quantities of "Filler Haul" to be paid for shall be the number of yard miles of hauling necessarily performed in transporting the filler materials from the points of their excavation to the points of their deposit on the road.

A yard-mile of "Filler Haul" shall be understood to be the hauling of one cubic yard (loose measure) of filler material for a distance of one mile. The lengths of haul shall be measured in one-half mile units; and fractional half-miles will be allowed for as full half-miles; that is, hauls of less than one-half mile will

be allowed for as hauls of one-half mile, hauls of more than one-half mile but less than one mile will be allowed for as hauls of one mile, etc. etc.

Alternate "B"

Under Alternate "B", full and complete payment for the work hereinbefore specified to be done by the contractor under that alternate, shall consist of payment for the following items at their respective bid prices.

1. Base Course Broken Stone
2. Top Course Broken Stone
3. Maintenance Materials in Stock Pile.

The quantities of each of the above mentioned items to be paid for shall be the number of cubic yards of each furnished as herein specified, measurement of the surfacing materials to be "loose measure" aboard trucks or other conveyances at the points of loading, and measurement of the maintenance materials to be "in place" in the stock piles.

MISCELLANEOUS PROVISIONS

Rate of Progress.

Actual production of surfacing materials shall be commenced not later than June 15, 1924, and must proceed continuously thereafter at a rate not below two hundred and fifty (250) cubic yards per day.

Blading Equipment:

For the performance of the blading work incidental to the construction of the surfacing as above specified under Alternate "A", the contractor shall have in operation during the whole of the time that construction is in progress, all of the following described blading equipment and such additional equipment of that kind as may be necessary to produce the specified results.

(1) Two light blade graders to be used in the spreading of the surfacing and filler materials.

(2) One heavy, eight (8) foot blade grader to be used in incorporating filler with the surfacing materials, and in keeping the surfacing maintained and shaped up under traffic.

(3) Such numbers of trucks, tractors and/ or teams as are required to efficiently operate the above listed graders.

The heavy eight-foot grader shall be equipped with rubber tires. All equipment shall be in good condition when brought onto the work and shall be maintained in good repair at all times.

Bank Widening.

In conjunction with the surfacing work to be done under this contract, it is planned to do a limited amount of roadbed widening, and other minor improvement work.

In case the contractor is required to do this work, payment for same will be made on a force account basis. The work may, however be done by state forces.

Hauling of Contractor's Equipment, Etc.

During such time as the State Highway Commission may have trucks on the workfor the hauling of surfacing materials, it will do for the contractor such hauling work as may be necessary in connection with his part of the work. For such hauling the State Highway Commission will be reimbursed by the contractor, at the current trucking rates.

Contractor to Provide Camp Accomodations.

The contractor shall provide a clean and sanitary camp at which men employed by the State in the conduct of the part of the work to be handled by the State, can secure board and sleeping accomodations.

Board and sleeping accomodations furnished state employees shall be as good as is furnished in the best construction camps, and shall be charged for at the current rates.

Provisions for Traffic:

The section of road to be surfaced under this contract shall be kept open to traffic, and the operations of both the contractor and the State shall be handled so as to cause as little inconvenience to the travelling public as is practicable.

PR 57

March 19, 1924.

Mr. A. R. Donahue,
La Pine, Oregon.

Dear Sir;

Receipt is acknowledged of your letter of the 17th instant, stating that you have a claim against Crawford Donahue, subcontractor under Jetley Brothers, for the furnishing of five and one half tons of hay at $10.00 per ton, and requesting how to proceed to make collection of same.

In reply, will say that in connection with all State Highway contracts, the contractor is required to furnish a bond for the protection of all labor and material claims that may be incurred in connection with the contract. For this reason, we are unable to pass upon your claim, but would suggest that you take this matter up with the surety on the bond furnished by Jetley Brothers, and it is very likely that you will get satisfaction from them, as they are responsible for any claim which is incurred in connection with this contract. The surety on the bond furnished by Jetley Brothers in this instance is the U. S. Fidelity & Guaranty Company. C. O. Price is the local agent. His address is 1208 Porter Building, Portland, Oregon. In the event that you do not get satisfaction from the bonding company, you still have recourse to the Courts.

For your further information, will say that the bond in connection with all State Highway contracts is in full force and effect for a period of one year after the date of completion of the contract.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Chief Clerk.

HBG:ER

FR-87

Ta[illegible] Mc. Ca. March 17/1924

RECEIVED
MAR 18 1924

Loyd L. Hess
[illegible]

Dear Sir Crawford Donahue sued from the Kelly Bros and failed. Kelly Bros paid labr bills but hasent paid the other bill that crawford con. during in in work. I sold Crawford Donahue five and one half tons of hay at ten dollars a ton that they haven't payed me for, and they dont say that it is not a just bill. Now isn't there some way this bill can be colected without through law. If you can colect this bill I will pay you for the trouble and will advocate it very much. Hoping to

ANSWERED
H. B. G.

HBG:HI

#6779 cc PR87

Wasco County

March 17, 1924.

Mr. S. S. Yoder,
Lapine, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of the 15th inst., advising us of your claim in amount $37.30 which you have against Crawford Donahue, in connection with his subcontract for the construction of the Paulina Prairie-Lava Butte Section of The Dalles-California Highway, which contract was awarded by the Highway Commission to Jetley Bros.

In reply, will say that the State Highway Commission does not concern itself with dealings with the subcontractors, the original contractor being held responsible and liable for the proper completion of the contract and the settlement of all claims against the contract.

For the protection of all labor and material claims on state highway contracts, the contractor is required to furnish a surety bond which is in full force and effect for a period of one year after the date of completion of the contract.

In connection with this particular contract, Jetley Bros. furnished a bond which was underwritten by the United States Fidelity and Guaranty Company, C. O. Price, Agent, 1208 Porter Building, Portland, Oregon. If you do not receive satisfaction from either the subcontractor or Jetley Bros., would suggest that you file your claim with the surety company. In the event that you do not receive satisfaction from the surety company, you still have recourse to action in the courts. However, we do not believe that it will be necessary for you to go to that extremity.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

Chief Clerk.

HBG:HI

Lafayette Bridge Co.
3/10 1917

State Highway Commission,
Topeka, Kansas.

Gentlemen:

Referring to the matter of purchase from the Bridge Co. of the bridge which had a contract from Jetty Bros. for the State Highway, I wish to make information that he is ready to deliver the bridge. I have not received any money from Jetty Bros. for the bridge and have been informed that they will not pay it unless told to do so by the State Highway Commission. We are not taking the proper steps in this matter and kindly advise me.

Yours truly,
Lewis Hadsell
by W.L. Foden

Yours.

for Correction

192

No. St

To Dr.

I was employed as cook

March 6, 1926.
PR 87

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing four copies of revised project statement for the Allen Ranch-Lapine Section of The Dalles-California Highway, in Deschutes County.

Very truly yours,

ROY A. KLEIN
State Highway Engineer.

By

Office Engineer.

(Dict. by J. W. DeSouza / TW)

Enclosure.

OREGON

PROJECT NO. 87-Revised
(Not to be filled in)

Form PR. 1
BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF AGRICULTURE

PROJECT STATEMENT

AS REQUIRED BY

FEDERAL AID ROAD ACT

Approved July 11, 1916, and acts amendatory thereof and supplementary thereto

(Date) February 27, 1924.

The Secretary of Agriculture,
Washington, D. C.

SIR: The State of Oregon, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended and supplemented, and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder, does hereby submit by its State Highway Commission, constituting the State Highway Department of said State, this project statement for the road herein described, which it is proposed to construct under the provisions of said Acts and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Acts.

1. Local name of road Allen Ranch-Lapine Section, The Dalles-California Hwy.

2. Between control points of official description: Allen Ranch and Lapine

3. Between intermediate control points if used: Point E. of Allen Ranch and Lapine

County of Deschutes

4. Length in miles (gross) 15.527 (net) 15.527

5. Preliminary estimate of cost: Total, $153,000.00; section of road to be first improved, $43,051.80 grad. of which $1,203.40 is the estimated cost of "bridges" of 20 feet span or over.

6. Amount of funds which {~~are~~ will be} available for construction of section of road to be first improved: (a) State: _____ (Amount.)
sufficient to insure completion. Sale of Bonds or Current Income.
(Source; refer to statute.)

(b) County _____
(Amount.) (Source; refer to statute.)

8—8073

7. Funds for maintenance to be provided by ... State (State or (and) county.), from the following sources: Resolution of August 7, 1917 under Chapter 237, Laws of 1917

(Refer to statute.)

8. Official, officials, or depository authorized by State law to receive public funds of the State and designated by the State Highway Department to receive Federal funds for this project: Treasurer of the State of Oregon, Capitol Building, Salem, Oregon

9. Names of State and Federal Engineers making Route Report, and full title of report accompanying this Project Statement:

10. Places on the project having a population of 2,500 or more as shown by the latest Federal census: none

11. Additional remarks: Extension of the existing project is being requested in order to cover the surfacing of the entire distance from a point opposite Allen's Ranch to Lapine.

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct, and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

OREGON STATE HIGHWAY COMMISSION

(Official title of Highway Department.)

By

Chairman

(Title of officer.)

By

Commissioner

(Title of officer.)

By

Commissioner

(Title of officer.)

PROJECT NO (Add to)
STATE
DISTRICT
STATEMENT NO 67
HIGHWAY
RANCH
GOVERNMENT PRINTING OFFICE 8—8072

DESCHUTES NAT'L FOREST

Unit 1, Paulina Prairie - La

END OF PROJECT
Sta. 405+38.6

Future Construction

T.20S. R.11E.
T.21S. R.11E.

SH 46

BENHAM

Temporary Con

Harper Ranch

EAST FORK

Allens Ranch

WEST

Bates Butte

DESCHUTES NAT'L FOREST

irie - Lava Butte Section

Lapine

Sta. 0+00 =
Sta. 414+52 =

T.21S. R.11E.

RESERVOIR

DESCHUTES

RIVER

FORK

RESERVOIR

FALLS

PENHAM

WEST

FORK

Bates Butte

FALL RIV

OREGON STATE HIGHWAY

SKETCH MAP ACC

OREGON PROJECT STA

THE DALLES - CALIFORN

LAPINE TO ALLEN

DESCHUTES C

APPROX. SCALE 1"

Lapine - Paulina Prairie Section

BEGINNING OF PROJECT
Sta. 695+00

Graded Only

LAPINE

T. 21 S. R 10 E.

T. 22 S. R 10 E.

...TE HIGHWAY DEPARTMENT
...KETCH MAP ACCOMPANYING
...ECT STATEMENT No. 87
... CALIFORNIA HIGHWAY
... ALLENS RANCH
...SCHUTES COUNTY
...OX. SCALE 1⅛ IN. = 1 MILE

LEGEND

- COMPLETED IMPROVEMENT
- FEDERAL AID PROJECT
- OTHER ROADS IMPROVED
- OTHER ROADS UNIMPROVED

(Dist by J. H. DeBoura / 28)

To Klamath Falls

DESCHUTES CO. / KLAMATH CO.

T. 22 S. R. 10 E. / T. 23 S. R. 10 E.

Graded Only

NT

VED

(Dist. by J. E. DeRose / SM)

UNITED STATES DEPARTMENT OF AGRICULTURE,
BUREAU OF PUBLIC ROADS,
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.....

POST OFFICE BUILDING,
PORTLAND, OREG.

February 25, 1924.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The project agreement and certificate have been executed covering Oregon 87, Paulina Prairie-Lava Butte section of The Dalles-California Highway. We enclose herewith an original copy each of the agreement and certificate for your files.

Yours very truly,

C. H. Purcell,
District Engineer.

ACTING

(Dict by J. W. DeBoom / SW)

Form P. R. 2

State Oregon

Project No. 87

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

AMENDED FEBRUARY 28, 1919

AND

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

WASHINGTON
GOVERNMENT PRINTING OFFICE
1922

(Dict by J. W. Babcock / TW)

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 9th day of January, 1924

by and between the State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon

hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended by act approved February 28, 1919 (40 Stat., 1189), entitled "An Act Making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," and by Act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes":

Whereas the Highway Department of said State submitted on the 5th day of September, 1923, a project statement, which was approved by the Secretary on the 17th day of October, 1923, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 17th day of October, 1923, and approved by the Secretary on the 4th day of February, 1924; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of seven thousand, five hundred and 00/100

dollars ($7,500.00) as the share of the United States payable under said act on account of said project, which does not exceed 61.13 per cent of the total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

(Dict by J. W. DeSouza / 24)

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT.

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(*a*) By the State from sale of bonds authorized by Legislature under Chapter 175, Laws of 1917, and Chapter 31, Laws of 1920.
(Include amount, date, and citation of act of legislature by which authorized.)

*(*b*) By the count..... of .....
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

such funds having been placed under the direct control of the Highway Department by .....
(State how placed under direct control of Highway Department.)

*(*c*) By the count..... of .....
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

*(*d*) .....

ROAD EMBRACED IN PROJECT.

ARTICLE II. This agreement covers the following road as described in detail in said surveys, plans, and specifications:

Between a point approximately 5 miles north of Lapine and a point approximately 18 miles south of Bend near the west line of Sec. 16, T. 20 S., R. 11 E., W.M., ...terminal points, a distance of 7.67 miles, known locally as the Paulina Prairie-Lava Butte Section of The Dalles-California Highway, Deschutes County.

CHARACTER AND METHOD OF CONSTRUCTION.

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

(Dict by J. W. DeBoura / TW)

(*a*) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.

(*b*) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

(c) The Highway Department hereby agrees that within one year after the completion of the improvement contemplated under this agreement it will use every means at its command to place, or to have placed, upon the road embraced in this project such surfacing as will adequately meet the existing and probable future traffic needs and conditions thereon, and that it will immediately upon the completion of said improvement provide a temporary connection between the north end of said project and the present travelled road at Allen's Ranch.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT.

ARTICLE IV. The United States pro rata share of the cost of said project shall not in any event exceed

(*a*) the said sum of **seven thousand, five hundred and 00/100** .....

.....

dollars, certified to the Secretary of the Treasury as above mentioned, being **less than 61.13** .....

per cent of **forty-three thousand, fifty-one and 00/100** .....

.....

dollars, the approved total estimated cost of said project, nor (*b*) the said per centum of the value of the labor and materials which shall have been actually put into the construction of said project in conformity to said plans and specifications.

(Dict by J. W. DeBoura / TW)

PAYMENTS.

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of the said certified sum, or so much thereof as may be due under the terms hereof, to .....

.....
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the ..... (State or county.) of ..... (Name.)

(Strike out if not appropriate.)

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to .....

the State Treasurer
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State (State or county.) of Oregon (Name.)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $ 18,341.02 per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT.

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: .....
(Include reference to statute authorizing

fu

ma
pre

RESOLUTION

In view of the fact that the State Highway Commission was authorized by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways.

IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 237 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $ 18,341.02 per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT.

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:

(Include reference to statute authorizing

RESOLUTION

In view of the fact that the State Highway Commission was authorized by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways.

IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 237 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties for which a suitable contract will be entered into, will be sufficient to maintain all state roads constructed by the State Highway Commission or jointly by the Commission and the Federal Department of Agriculture, as provided for in the Federal Aid Road Act, and

BE IT RESOLVED, that the state assumes responsibility to the Federal Government for the proper maintenance of all highways constructed in cooperation with the Federal Government under any federal act providing for cooperative road construction, the state to make whatever arrangements with the various counties it may deem necessary to meet this obligation in accordance with the laws of the state of Oregon and the Federal Aid Road Act, and any other Federal Law that may have been, or may be, enacted to further road improvement in the State of Oregon.

I, Roy A. Klein, duly appointed Secretary for the Oregon State Highway Commission, hereby certify the above resolution was unanimously adopted by the Oregon State Highway Commission, at its regular meeting held at Salem, Oregon, on August 7, 1917, all members being present and voting, and at a special meeting held in Portland on September 25, 1917, a majority being present and voting, when an amendment was made to the original resolution to make it read as above.

ROY A KLEIN

Secretary

(Dict by J. W. DeCoux / TW)

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the .....,
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: .....

(Include reference to statute authorizing .....
funds, probable amount annually available, and how will be placed under direct control of Highway Department.)

.....

*(*b*) By the .....,
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .....

(Include reference to statute authorizing .....
funds and probable amount annually available.)

.....

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: .....

.....

.....

.....

*(Strike out if not appropriate.)

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 4th day of February, 1924.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department.)

By Wm Duby
Chairman, State Highway Commission
(Title of officer.)

By .....
Member, State Highway Commission
(Title of officer.)

[SEAL.] By H H Malvone
Member, State Highway Commission
(Title of officer.)

By .....
(Title of officer.)

By .....
(Title of officer.)

[SEAL.] C. V. Marvin
ACTING Secretary of Agriculture.

Amd

(Dict by J. E. DeBouza / TW)

Form No. FR. 8

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(*Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, as amended by "An Act making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," approved February 28, 1919, and by "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of . . al post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," approved November 9, 1921* (*42 Stat.. 212*).)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between a point approximately 5 miles north of Lapine and a point approximately 18 miles south of Bond near the west line of Sec. 16, T. 20 S., R. 11 E., W.M., locally known as the Paulina Prairie-Lava Butte Section of The Dalles-California Highway, Deschutes County and designated in the records of this Department as Project No. 87, State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $43,051.80 as the total estimated cost of said project, and the sum of $7,500.00 as the share of the United States, payable under said acts on account of such project, which does not exceed 61.13 per cent of said total estimated cost.

Done in the District of Columbia, this 4th day of February one thousand nine hundred and Twenty-four, as witness my hand and the seal of the Department of Agriculture.

C. W. Marvin
ACTING *Secretary of Agriculture.*

GOVERNMENT PRINTING OFFICE 8—4870

(Dict by J. W. Dellouza / TW)

February 15, 1924.

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

PR 87

Gentlemen:

Reference is made to the project statement submitted to you on September 18, 1923, for Unit 1 of the Pauline Prairie-Lava Butte Section, Federal Aid Project No. 87.

We quote you from page 5 of the statement as follows:

> " It is possible that the entire distance to the Klamath County Line will be surfaced as one unit and at that time an extension of the project may be requested."

The Department is now proceeding with plans for the preparation of advertising this work, and we desire to secure Federal Aid on the entire distance. Will you please advise whether we should submit plans for the South Section and request an extension of the project No. 87, or whether we should submit a project statement and make the South portion an entirely separate project. It would perhaps be simpler to extend Project 87, but we are perfectly willing to handle the matter in such manner as you deem preferable.

Will you please send us a supply of the project statement forms at your early convenience?

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

(Dict by J. W. DeYoung / TW)

January 7, 1924

P. R. 87

Mr. J. H. Hamer,
County Clerk of Deschutes County,
Bend, Oregon.

Dear Sir:

This will acknowledge receipt of your letter of the 5th inst. enclosing copy of resolution passed by the County Court in connection with the State and County cooperation for the construction of Unit No. 1, Paulina Prairie-Lava Butte Section.

We wish also to acknowledge receipt of certified copy which you mailed to us several days ago. We wish to thank you for mailing these copies to us.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Chief Clerk.

RKC:LM

DESCHUTES COUNTY

J. H. HANER, County Clerk

BEND, OREGON

January 5th. 1924.

State Highway Commission.

Salem, Oregon

Gentlemen;

The attached orders have been presented at this office, and a certified copy of the original sent you early in the week.

You will note that it is not dated, nor is it attested. The order was probably signed up some time in November before the County Judge went east, and then left on his desk.

Yours Truly

J. H. Haner

Clerk.

ANSWERED
H. B. G.

December 15th, 1923.

Mr. C. W. Wanzer,
Division Engineer,
TheDalles, Oregon.

PR#97

Dear Sir:

For your information, we are sending to you herewith a copy of the Order of the Public Service Commission, granting to the Shevlin-Hixon Company, permission to construct certain grade crossings on the Lava Butte-Paulina Prairie Section of The Dalles-California Highway.

We are also sending to you under separate cover, a blue print of the two thousand foot scale map of this Section upon which you will find shown the locations of the grade crossings referred to in the Order.

Very truly yours,

ROY A. KLEIN
State Highway Engineer,

By

Office Engineer.

SHP:NW
Enclosure.

#699 -2-

Nov. 26, 1923.

John Henderson, President
Jefferson Water Conservancy District
Madras, Oregon.

Dear Sir:

Enclosed herewith please find a certified copy of the agreement between your water district and the State Highway Commission, covering cooperation ~~and~~ construction of The Dalles-California Highway between Lava Butte and La Pine in Deschutes County.

Attached to this is a copy of the minutes of the Irrigation and Drainage Securities Commission, which was held in the Capitol Building on November 3rd, which meeting was held for the purpose of approving the agreement between your district and the State Highway Commission. This document is being sent to you so that the files of your district will be complete regarding this matter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:ER

Enclosures

November 20th, 1923.

Mr. C. W. Wanser,
Division Engineer,
The Dalles, Oregon.

File PR 87.

Dear Sir:

Reference is made to Unit 1 of the Paulina Prairie-Lava Butte Section, Federal Aid Project No. 87.

Mr. Morris of the Bureau of Public Roads called at the office today, and stated that he had been over the project with Resident Engineer W. S. Hodge, and that it was found that additional twelve-inch culvert pipes were necessary at Stations 110,132,175+50,184+50, 213, 230, 271, 311, 343, 361.

We gave Mr. Morris assurance for the Bureau that sufficient culvert pipes to adequately drain the project would be used, but we would like you to advise us as to just what culvert pipes on the above list are considered necessary, and are approved for installation by you.

Upon receipt of your reply, we will advise the Bureau of your findings, in order that the decisions made may be a matter of record for them.

Very truly yours,

ROY A. KLEIN
State Highway Engineer,

By

Office Engineer.

(Dict. by J. W. DeJouza / TW)
cc. Bureau of Public Roads, Portland, Oregon.

File 9-1

RESOLUTION

WHEREAS, the State of Oregon, through its Highway Commission at the request of Deschutes County, has entered into a contract with A. E. Doty for the construction of Unit 1, Allen Ranch-Klamath County Line Section of The Dalles-California Highway, consisting of 8.0 miles of grading in Deschutes County, contract No. 631; and,

WHEREAS, by agreement and understanding between the County and the State, the cost of said construction work is to be paid for 50% by the County and 50% by the State, the County to pay its half of estimates as they may become due and are presented by the Highway Commission to the County;

THEREFORE, BE IT RESOLVED, by the County Court, sitting for the transaction of County business, that the County of Deschutes does hereby ratify and affirm said State Highway contract No. 631, made and executed by the State Highway Commission and the contractor, A. E. Doty, and hereby agrees to be governed and controlled by the terms of said agreement;

BE IT FURTHER RESOLVED, that the County by this resolution further obligates itself to pay its proportionate cost of said highway construction work promptly, as estimates disclosing the same are presented to the county by the State Highway Commission;

BE IT FURTHER RESOLVED, that the State Highway Commission be and it is hereby instructed to attach a copy of this resolution to said contracts and make the same a part thereof, and,

BE IT FURTHER RESOLVED, that this resolution be entered in the records of the County Court and that a certified copy of the same be delivered to the State Highway Commission, receipt of which by the said Commission shall be deemed as sufficient authority in incurring the said obligation on behalf of Deschutes County.

See resolution covering correction on revised location. DHP.

COUNTY COURT OF DESCHUTES COUNTY

Roberta Sawyer
County Judge

Title

Doty for the construction of [illegible] of The Dalles-California Highway, consisting of 8.0 miles of [illegible] in Deschutes County, contract No. 631; and,

WHEREAS, by agreement and understanding between the County and the State, the cost of said construction work is to be paid for 50% by the County and 50% by the State, the County to pay its half of estimates as they may become due and are presented by the Highway Commission to the County;

THEREFORE, BE IT RESOLVED, by the County Court, sitting for the transaction of County business, that the County of Deschutes does hereby ratify and affirm said State Highway contract No. 631, made and executed by the State Highway Commission and the contractor, A. E. Doty, and hereby agrees to be governed and controlled by the terms of said agreement;

BE IT FURTHER RESOLVED, that the County by this resolution further obligates itself to pay its proportionate cost of said highway construction work promptly, as estimates disclosing the same are presented to the county by the State Highway Commission;

BE IT FURTHER RESOLVED, that the State Highway Commission be and it is hereby instructed to attach a copy of this resolution to said contracts and make the same a part thereof, and,

BE IT FURTHER RESOLVED, that this resolution be entered in the records of the County Court and that a certified copy of the same be delivered to the State Highway Commission, receipt of which by the said Commission shall be deemed as sufficient authority in incurring the said obligation on behalf of Deschutes County.

See resolution covering computation of revised location. Staff.

COUNTY COURT OF DESCHUTES COUNTY

Attest:

Roberta Sawyer
County Judge

W. H. Knickerbocker
County Commissioner

J. H. Hauer
County Clerk

J. S. Innes
County Commissioner

Dated March 7th, 1923
Bend, Oregon.

[illegible] information.)

Signed [illegible]

Title [illegible]

Form No. 39—22292—6M—8-23

PR 87

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Nov 17, 1923

Job Name Paulina Creek - Loan Butte Unit #1

Week from Nov 10 to Nov 17

Highway Old Enable - Calif

Mail Address Redmond

County Deschutes Job Prefix 9-A

Telegraph or Telephone Address "

Express and Freight Address "

NOTED R.A.K.

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Of the first of the week we ran a retrace
from sta 1 + 50 to sta 5 + 50 and have been
replacing lost transit points since.
Grades were started on transit widening Nov 14
and lifting on shoulders Nov 15

Five culverts have been started and
during Nov 14 and also a grade
grading at sta 3 + 00 & 12 + 00

NOTED R.A.K.

RECEIVED
NOV 21 1923

NOTED H. WANLESS

(See back of this sheet for instructions and detailed information.)

Signed W. L. Hodgkin

Title Res. Engr.

GRADING CONSTRUCTION

Total miles of grading on project 7.69

Miles completed 0

Miles completed except finishing 0

Miles covered by contractor's forces 1

Miles cross-sectioned 1

Miles cross-sections completed and checked 0

Miles to be remeasured 0

Number men in Engineering Party 3

Contractor's average force for week [illegible] men,

— teams, 0 steam shovels

Grading work will be completed about Aug 31 1924

ROCK OR GRAVEL SURFACING

Total miles surfacing on project

Miles completed

Miles partially done

Average daily yardage placed this week

Average daily yardage necessary to complete on time

Contractor's average force for week men,

teams, trucks

Percentage of total required yardage now in place

Surfacing will be completed about

Number men in Engineering Party

SURVEYS

Total mileage at section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project

Miles paving completed

Average daily sq. yds. this week

Miles shoulders completed both sides

Contractor's average force for week men,

teams, trucks

Percentage of total required yardage now in place

Job will be completed about

Number men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job Percentage

Other jobs Percentage

Other jobs Percentage

Other jobs Percentage

November 9, 1923

PR-87

Honorable Robert W. Sawyer,
County Judge of Deschutes County,
Bend, Oregon.

Dear Sir:

Due to the fact that State Highway contract No. 631, covering the grading of 8 miles of The Dalles-California Highway commonly called Unit No. 1, Allen Ranch-Klamath County Line Section, has been cancelled we are returning to you herewith copy of the resolution which was adopted by your County Court covering cooperation between the State and Deschutes County, which resolution is no longer in effect.

To take the place of this resolution we are mailing to you herewith four copies of a new form of resolution which has been prepared to cover the cooperation and method of payment in connection with the grading of Unit No. 1, Pauling Prairie-Lava Butte Section of The Dalles-California Highway, contract No. 699, which contract was awarded to Jetley Brothers at the last meeting of the State Highway Commission.

This is being sent to you for execution by the County Court. When this is done will you kindly return three fully executed copies to this office, retaining the fourth copy for your files? We will be pleased to see that you are supplied with a fully executed copy of the contract agreement and bond upon receipt of the executed copy of this resolution.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Chief Clerk.

HBG:LM
Encls.

1 copy resolution returned 11/15/24 executed by Co. Court.

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

November 5th, 1923.

File PR. #87.

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for project agreement On Unit #1, of the Paulina Prairie-Lava Butte Section, Oregon Project #87.

Very truly yours,

ROY A. KLEIN
State Highway Engineer.

By

Ass't.Office Engineer.

JWD TW
Enclosure.

OREGON STATE HIGHWAY DEPARTMENT — Project No. 87

UNIT 1, PAULINA PRAIRIE-LAVA RIVER SECTION OF THE DALLES-CALIFORNIA HIGHWAY IN DESCHUTES COUNTY, OREGON

(Estimate as basis for Project Agreement. Based on Contract prices)

Salem, Oregon, November 5, 1928.

All Required, Clearing and Grubbing				5,460.00
98,000	cu.yds.	Common Excavation	.275	26,950.00
2,500	cu.yds.	Solid Rock "	1.50	3,750.00
4,200	cu.yds.	Overhaul	.08	336.00
410	lin.ft.	12" Plain Concrete Pipe	1.80	738.00
75	lin.ft.	18" Reinf. "	3.00	225.00
80	lin.ft.	24" " "	3.50	354.00
12	cu.yds.	Class "B" Concrete	27.00	324.00
13	cu.yds.	Class "C" Concrete	27.00	351.00
11	M-FBM	Lumber and Timber	70.00	770.00
			Sub-total	39,198.00
			10% Engr. & Cont.	3,913.80
			Total	43,051.80

Length of Project - 7.677 Miles.
Cost per Mile - $5,607.89

State Funds Available - 36,051.80
Federal Aid Requested - 7,000.00
43,051.80

Federal Aid Recommended ----------(17.42087%)

Nov. 8, 1923.

PR87

Jetley Bros.:
Contractors,
Burns, Oregon.

Gentlemen:

Enclosed herewith please find four copies of contract for grading of the Paulina Prairie-Lava Butte Section of The Dalles-California Highway in Deschutes County, which contract was awarded to you by the State Highway Commission on October 22nd.

Kindly execute all four copies as to agreement and bond at your early convenience and return them all to this office for further execution by the members of the State Highway Commission. As soon as this is done, we will be pleased to return one fully executed copy for your files and one to the surety on your bond.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:ER

Enclosures

Mr Porter of Burns called 11/19 being married today. Will forward contracts in due course. 11/21

to Jones. 11/28

to contractor 11/28

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS.
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.....

POST OFFICE BUILDING,
PORTLAND, OREG.

October 20, 1923.

RECEIVED
OCT 23 1923

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

On October 17th, 1923, the Secretary of Agriculture approved the project statement for Oregon 87 (Revised) subject to the condition that the State of Oregon will construct a temporary connection from the north end of the project to the present travelled road at Allen's Ranch; and also that a suitable clause be incorporated in the project agreement providing for future surfacing.

Yours very truly,
C. H. PURCELL, District Engineer,

By [signature] Acting

S.H.P.

October 24, 1923.

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

File PR 87.

Gentlemen:

Reference is made to the telephone conversation with Mr. Morris of your office today, relative to the grade line on Unit #1, of the Paulina Prairie-Lava Butte Section, Oregon Project No. 87.

We are giving you herewith an extract from a letter written June 7th, to Mr. C. W. Wanser, by Mr. Klein, relative to the grade line to be used.

"I have given considerable study to the minimum elevation of the grade line to be used on the survey of the alternate Allen Ranch-Paulina Creek location.

I have visited the State Engineer's office and have talked the matter over with themat some length looking over what data they have there. On file in that office is the report of Herrmm & Wiley, the consulting engineers for the North Unit Project, which was made in 1921. In this report, there is no definite information as to the maximum flow line, but the elevation of the spillway is given as 4203.0. Starting with that as a definite figure, the computation of the maximum run-off which has occurred in the last twenty years would indicate that the water line might in an extreme case be raised to 4205.2. However, the State Engineer does not think that under present conditions, with the storage reservoirs which have recently been completed, it would be possible to again secure this maximum run-off since these reservoirs would take the peak load, so I think it would be fair to consider 4204.0 as a reasonable maximum elevation. Placing, then,

our grade line 2 feet above this would give 4206.0 and the added gravel would be 6 inches more, so that I think we would be safe in using 4206.0 as the elevation of subgrade.

I have discussed with the State Engineer the possibility of newer plans increasing the height of the spillway, and he assured me that this was about the maximum economical height and expected that if changes were made, it would be lowered rather than raised. Of course, in making the relocation, where the elevation can be kept higher than 4206.0, without extra cost, I think it should be done."

We have looked over the plans, and did not find any places on the project where the grade line was dropped below an elevation of 4,206.0.

We trust that this will clear up the matter to your satisfaction.

Very truly yours,

ROY A. KLEIN
State Highway Engineer.

By

Office Engineer.

(Dict. by J. W. DeSouza / TW)

FORM 2A 22203 5M-9-23

WILLIAM DUBY, BAKER, CHAIRMAN
H. [illegible]AN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

- Estimate of Cost
File-85

OREGON STATE HIGHWAY COMMISSION

SALEM

The Dalles, Oregon October 16, 1923

PR87

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Attention: S. H. Probert

Dear Sir:

Complying with your request of October 15th, please find enclosed herewith the Division Engineer's estimate of cost for comparison of bids on Unit No. 1, Paulina Prairie-Lava Butte Section of The Dalles-California Highway, on which bids will be received by the Highway Commission on October 22nd.

Yours respectfully,

C. W. Wanzer,
Division Engineer.

Encl.
AMA/vc

RECEIVED
OCT 19 1923

Engineer's

DIVISION ESTIMATE OF COST
for comparison of Bids

October 22, 1923

PAULINA PRAIRIE-LAVA BUTTE SECTION - THE DALLES-CALIFORNIA HIGHWAY

South	1 mile	7.272 Acres	@	.00	(Nothing on first Mile)	.00
Next	1½ miles	10.908 Acres	@	75.00	Per Acre	$ 818.10
North	5.19 miles	37.742 Acres	@	200.00	Per Acre	7,548.40
98,000	Cu.Yds Common Excavation		@	.35		34,300.00
2,500	Cu.Yds Solid Rock		@	1.30		3,250.00
10,000	Sta.Yds Overhaul		@	.05		500.00
410	Lin.Ft. 8" Plain Concrete Pipe,		@	2.50		1,025.00
80	Lin.Ft. 18" Reinf Con Pipe		@	3.50		280.00
60	Lin.Ft. 24" Reinf Con Pipe		@	4.50		270.00
410	Lin.Ft. 12" Corr Galv Iron Pipe		@	1.50	Alternate	
80	Lin.Ft. 18" Corr Galv Iron Pipe		@	2.50	Alternate	
60	Lin.Ft. 24" Corr Galv Iron Pipe		@	3.50	Alternate	
12	Cu.Yds Class "B" Concrete		@	35.00		420.00
13	Cu.Yds Class "C" Concrete		@	35.00		455.00
11	M.F.B.M. Lumber & Timber		@	65.00		715.00
						$49,581.50

RECEIVED
OCT 19 1923

September 27, 1923.

Bureau of Public Roads,
Postoffice Building,
Salem, Oregon.

Gentlemen:

Herewith we are enclosing six copies of Estimate on Unit 1 of the Paulina Prairie-Lava Butte Section, Project No. 57.

Four blueprint sets of plans and one original set of cross-sections are being sent under separate cover. Upon completion of your inspection of the plans we would request that these cross-sections be returned. We will then be pleased to furnish you with blueprints of such sheets as you may desire.

Yours very truly,

Roy A. Klein,
State Highway Engineer.

By

Office Engineer.

JWD.

OREGON STATE HIGHWAY DEPARTMENT — PROJECT NO. 87

UNIT NO. 1, BAULINE PRAIRIE-LAVA BUTTE SECTION

OF THE DALLES-CALIFORNIA HIGHWAY IN DESCHUTES COUNTY

(Estimate with plans. Not as Basis for Project Agreement)

Salem, Oregon, September 26, 1925

All Required	Clearing and Grubbing		$ 10,000.00
98,000 cu.yds	Common Excavation	.40	39,200.00
2,500 cu.yds	Solid Rock Excavation	3.00	7,500.00
4,200 cu.yds	Overhaul	.05	210.00
410 lin.ft.	12" Culvert Pipe	2.00	820.00
75 lin.ft.	18" " "	3.00	225.00
60 lin.ft.	24" " "	4.00	240.00
12 cu.yds	Class "B" Concrete	40.00	480.00
13 cu.yds	Class "C" Concrete	40.00	520.00
11 M-FBM	Lumber and Timber	80.00	880.00
			$ 60,075.00
	Ten Per Cent Engr. & Cont.		6,007.50
	Total		$ 66,082.50

Length of Project 7.677 Miles
Cost Per Mile $ 8,607.85

State Funds Available - $ 58,582.50

Federal Aid Requested - 17,500.00 (11.34944%)

$ 66,082.50

FORM 2A 22000 5M-7-23

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. M. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

PR #87

OREGON STATE HIGHWAY COMMISSION
SALEM

The Dalles, Ore. September 18, 1923

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

RECEIVED
SEP 19 1923
COMMISSION

Attention of Mr. S. H. Probert

Dear Sir:

Referring to your letter of September 12th in regard to the new construction of Allens Ranch and the north end of Unit No. 2 of the Allens Ranch-Klamath Line Section, and the temporary connection between AllensRanch and the permanent location. I beg to advise that before answering said letter that I would like to view the matter again on the ground which I will do on my next trip in that neighborhood and will then advise you immediately as to my recommendation.

Yours very truly,

C. W. Wanzer,
Division Engineer.

CWW/vc

September 12, 1923.

Mr. O. W. Wanzer,
Division Engineer,
The Dalles, Oregon.

PR #87

Dear Sir:

On the profile submitted by Mr. Scott for the proposed new construction between Allen's Ranch and the North end of Unit No. 2 of the Allen's Ranch-Klamath County Line Section, it is indicated that the temporary connection between Allen's Ranch and the permanent location, is to be improved as grader work. The profile does not, however, show the cross-section in accordance with which this grader work is to be performed.

I have talked this matter over with Mr. Klein and he suggests that it might be possible to use as a connecting road the existing road which, according to the small scale map of the Bend-Klamath County Line Section, copy of which you undoubtedly have in your files, runs directly East from Allen's Ranch. He suggests too, that in case it is necessary to lay out a new connecting road, that it might not be necessary to do much of any grading work upon it as his impression of the country is that automobiles and other traffic can drive most anywhere without any preliminary grading work.

Please advise us fully in regard to this matter, and if it is necessary that a new road be graded as Mr. Scott has indicated upon his profile, submit the cross-section in accordance with which this grading work should be done.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

SHP:AP

September 18, 1923.

Mr. C. H. Purcell,
District Engineer,
Bureau of Public Roads,
Portland, Oregon.

PR 87

Dear Sir:

Herewith we are enclosing four copies of Project Statement on Unit 1, Paulina Prairie-Lava Butte Section of The Dalles-California Highway in Deschutes County.

This replaces the statement previously sent you for Unit 1 of the Allens Ranch-Klamath County Line Section, Project No. 87. The previous statement was not approved on account of the complications arising regarding the construction of the Benham Falls Reservoir. The present statement has been assigned the same number and supersedes the previous one.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

Dic by J. W. DeSouza
AP
Enclosure.

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

September 8, 1923

Mr. H. B. Van Duzer,
State Highway Commissioner,
c/o Inman-Poulsen Lumber Company,
Portland, Oregon.

1287

RECEIVED
SEP 17 1923

Dear Mr. Van Duzer:

I am attaching hereto application for federal aid on the grading of the Allen Ranch-South Section.

This is the project which covers the section around the reservoir which was tentatively agreed upon with Judge Sawyer at the meeting on July 30th pending the passage of the Deschutes County bonds. Judge Sawyer has wired that the bonds were carried and is asking us to advertise this project.

This project is eliminable for federal aid and as a preliminary step I have prepared the attached application forms for your approval. If you approve would thank you to sign and forward to Mr. Duby.

Very truly yours,

Roy A. Klein

State Highway Engineer.

RAK:LM

Encls.

H.B.V. Seal and forward to Duby. RAK.

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

September 8, 1925

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State Highway Commissioner,
c/o Inman-Poulsen Lumber Company,
Portland, Oregon.

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This project is eligible for federal aid and as a preliminary step I have prepared the attached application forms for your approval. If you approve would thank you to sign and forward to Mr. Duby.

Very truly yours,

Roy A. Klein

State Highway Engineer.

RAK:LM

Encls.

...ER, CHAIRMAN
...ZER, PORTLAND
...ALONE, CORVALLIS
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

September 8, 1925

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State Highway Commissioner,
c/o Inman-Poulsen Lumber Company,
Portland, Oregon.

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This project is eligible for federal aid and as a preliminary step I have prepared the attached application forms for your approval. If you approve would thank you to sign and forward to Mr. Duby.

Very truly yours,

Roy A. Klein

State Highway Engineer.

R.A.K:LM

Encls.

STATE Oregon

PROJECT NO. 87
(Not to be filled in.)

Form P R 1
BUREAU OF PUBLIC ROADS
U. S. DEPT. OF AGR.

PROJECT STATEMENT

AS REQUIRED BY

FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916, AND AMENDED BY ACT APPROVED FEBRUARY 28, 1919.

(Date) Sept. 6, 1926.

THE SECRETARY OF AGRICULTURE,
Washington, D. C

SIR:

The State of Oregon, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat. 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder,

does hereby submit by its State Highway Commission
constituting the State Highway Department of said State, this project statement for the rural post road herein described, which it is proposed to construct under the provisions of said Act and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Act. The work

will be done under the direct supervision of the State Highway Department under authority of Chapter 71, Laws of 1920.
(Cite statutes and resolutions or orders giving Highway Department jurisdiction.)

, in strict conformity to the provisions of the said Act and to said Rules and Regulations. After construction of the said road it will be properly maintained by State Highway Department assumes responsibility for maintenance.

1. Local name of road Unit 1, Pauline Prairie - Lava Butte Sec. of The Dalles-Calif.Hwy.
2. Located between Lapine and Bend, County of Deschutes
3. Points of beginning and ending From Sta 0/00, approximately 5 mi. N. of Lapine, North to Sta 405, which is approx. 1.3 mi. east of Allens Ranch & 16 Mi. south of Bend.
4. Length in miles (gross) 7.67 (net) 7.67

NOTE.—In preparing the Project Statement attention is directed to the Rules and Regulations. In all cases a sketch plan shall accompany statement.

9—4256

5. Miles of project used as post route ____; miles not used as post route ____

6. If a major portion of the project is not a post route, or if the project is not a "connecting link," give the facts showing the general status along the entire project as follows: Whether the country is thickly or sparsely settled; if the latter, the probability of increased settlement; the purposes for which the contiguous lands are used, their fertility and general character; whether desired for and capable of more intensive development; and such further facts as will tend to show the general character of the community in which the road is located and the need for and desirability of constructing or improving the same.

(Use additional sheets, if necessary, and indicate the sections referred to by same letters as on sketch map.)

7. Places on the project having a population of 2,500 or more as shown by the latest Federal census and mileage of each ____none____

8. Tolls collected on roads or bridges on this project, if any ____none____

9. Is project part of State's five-year program heretofore submitted? ____no____

10. Purpose project will serve and relation it bears to the road system of the State. (See Reg. 3, Sec. 1, and Reg. 4, Sec. 1.) ____Portion of The Dalles-California Highway.____

11. Improved roads adjacent or contiguous and type of each ____Cinder surfaced road on north. Standard graded earth road on south.____

(Give distinguishing marks to identify on sketch map.)

12. Through traffic, approximate average daily number of (*a*) trucks ____6____, (*b*) passenger motor vehicles ____75____, and (*c*) horse-drawn vehicles ____2____

13. Local traffic, approximate average daily number of (*a*) trucks ____, (*b*) passenger motor vehicles ____, and (*c*) horse-drawn vehicles ____

14. Description and present condition of traveled way ____unimproved earth road____

15. Proposed width of surfacing ..... ; feet between ditches ....24.... ; approximate maximum gradient....8....per cent.

16. Proposed type of construction grading

17. Location, nature, and extent of deposits of local materials suitable for use on this project..Gravel available in Paulina Creek. Has not been fimally investigated.
(Where practicable show by distinguishing marks on sketch map.)

18. Location and length of each bridge to be built or rebuilt requiring a length of more than 20 feet
Wood Trestle across Paulina Creek at Sta. 37. Length not definitely decided.
(Designate each by the same distinguishing marks as on sketch map.)

19. State's share of cost of construction will be provided by State
(State or (and) county.)

20. Amount of funds which are / will be available for construction: (a) State $57,790.50 and any additional amounts required. Sale of bonds authorized.

RESOLUTION

In view of the fact that the State Highway Commission was authorized by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways;

IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 237 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties for which a suitable contract will be entered into, will be sufficient to maintain all state roads constructed by the State Highway Commission or jointly by the Commission and the Federal Department of Agriculture, as provided for in the Federal Aid Road Act; and

BE IT RESOLVED, that the state assumes responsibility to the Federal Government for the proper maintenance of all highways constructed in cooperation with the Federal Government under any federal act providing for cooperative road construction, the state to make whatever arrangements with the various counties it may deem necessary to meet this obligation in accordance with the laws of the State of Oregon and the Federal Aid Road Act, and any other Federal Law that may have been, or may be, enacted to further road improvement in the State of Oregon.

I, Roy A. Klein, duly appointed Secretary for the Oregon State Highway Commission, hereby certify that the above resolution was unanimously adopted by the Oregon State Highway Commission, at its regular meeting held at Salem, Oregon, on August 7, 1917, all members being present and voting, and at a special meeting held in Portland on September 25, 1917, a majority being present and voting, when an amendment was made to the original resolution to make it read as above.

17. Location, nature, and extent of dep sits of local materials suitable for use on this project

in Paulina Creek. Has not been finally investigated.

(Where practicable show by distinguishing marks on sketch map.)

18. Location and length of each bridge to be built or rebuilt requiring a length of more than 20 feet

Wood Trestle across Paulina Creek at Sta. 57. Length not definitely decided.

(Designate each by the same distinguishing marks as on sketch map.)

19. State's share of cost of construction will be provided by **State**

(State or (and) county.)

20. Amount of funds which are / will be available for construction: (*a*) State **$57,790.50 and any additional amounts required. Sale of bonds authorized.**

RESOLUTION

In view of the fact that the State Highway Commission was authorized by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways;

IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 237 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties for which a suitable contract will be entered into, will be sufficient to maintain all state roads constructed by the State Highway Commission or jointly by the Commission and the Federal Department of Agriculture, as provided for in the Federal Aid Road Act; and

BE IT RESOLVED, that the state assumes responsibility to the Federal Government for the proper maintenance of all highways constructed in cooperation with the Federal Government under any federal act providing for cooperative road construction, the state to make whatever arrangements with the various counties it may deem necessary to meet this obligation in accordance with the laws of the State of Oregon and the Federal Aid Road Act, and any other Federal Law that may have been, or may be, enacted to further road improvement in the State of Oregon.

I, Roy A. Klein, duly appointed Secretary for the Oregon State Highway Commission, hereby certify that the above resolution was unanimously adopted by the Oregon State Highway Commission, at its regular meeting held at Salem, Oregon, on August 7, 1917, all members being present and voting, and at a special meeting held in Portland on September 25, 1917, a majority being present and voting, when an amendment was made to the original resolution to make it read as above.

Roy A. Klein

Secretary.

from the following sources: ..... (Refer to statute.)

22. List of certified copies of resolutions or orders, if any, attached hereto or previously submitted, by State Highway Department respecting the State funds which are or will be available for construction.....

23. List of attached or previously submitted certified copies of resolutions or orders by the county or other local subdivision of the State respecting the funds which are or will be available for construction and maintenance. (See Sec. 5, Reg. 4).....

24. List of forms of the contract and of the contractor's bond attached hereto or previously submitted and proposed to be used in connection with this project State Highway Department standard forms of contract and contractor's bond.

25. Reconnaissance estimate of cost of project:

Made by _____ Date _____, 19____

Approximate Quantity.	Unit.	Item.	Price.	Amount.
	Cu. yds.	Excavation, ____% rock		
	Sq. yds.	Surfacing of		
All Required		Clearing and Grubbing		10,000 00
98,000	Cu. Yds	Common Excavation	40	39,200 00
2,500	" "	Solid Rock Excavation	3 00	7,500 00
5,000	Sta. Yds	Overhaul	05	250 00
		Structures of 20′ span or under		
		Structures over 20′ span		
		Other items		
250	Lin. Ft.	12" Culvert Pipe	2 00	500 00
75	" "	18" " "	3 00	225 00
60	" "	36" " "	4 00	240 00
12	Cu. Yds.	Class "B" Concrete	40 00	480 00
2	" "	Class "C" "	40 00	80 00
11	M-FBM	Lumber and Timber	80 00	880 00

Length, 7.67 miles.

Cost, $ 8,512.45 per mile.

Subtotal	59,355 00
10% Engineering and Contingencies	5,935 50
Total	65,290 50

This estimate approved by:

_____

(Title) Office Engineer

26. Amount of Federal aid desired $7,500.00

(State in lump sum or percentage, but not both.)

S-4256

27. Payment desired on completion or as work progresses. As work progresses

28. Official, officials, or depository authorized by State law to receive public funds of the State or county and designated by the State Highway Department to receive Federal funds for this project. Treasurer of the State of Oregon, Salem, Oregon.

29. Additional remarks. Project will not be ready for surfacing until next year. It is possible that the entire distance to the Klamath County Line will be surfaced as one unit, and at that time, an extension of the project may be requested. It is not deemed advisable to tie up present Federal aid on this future surfacing.

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

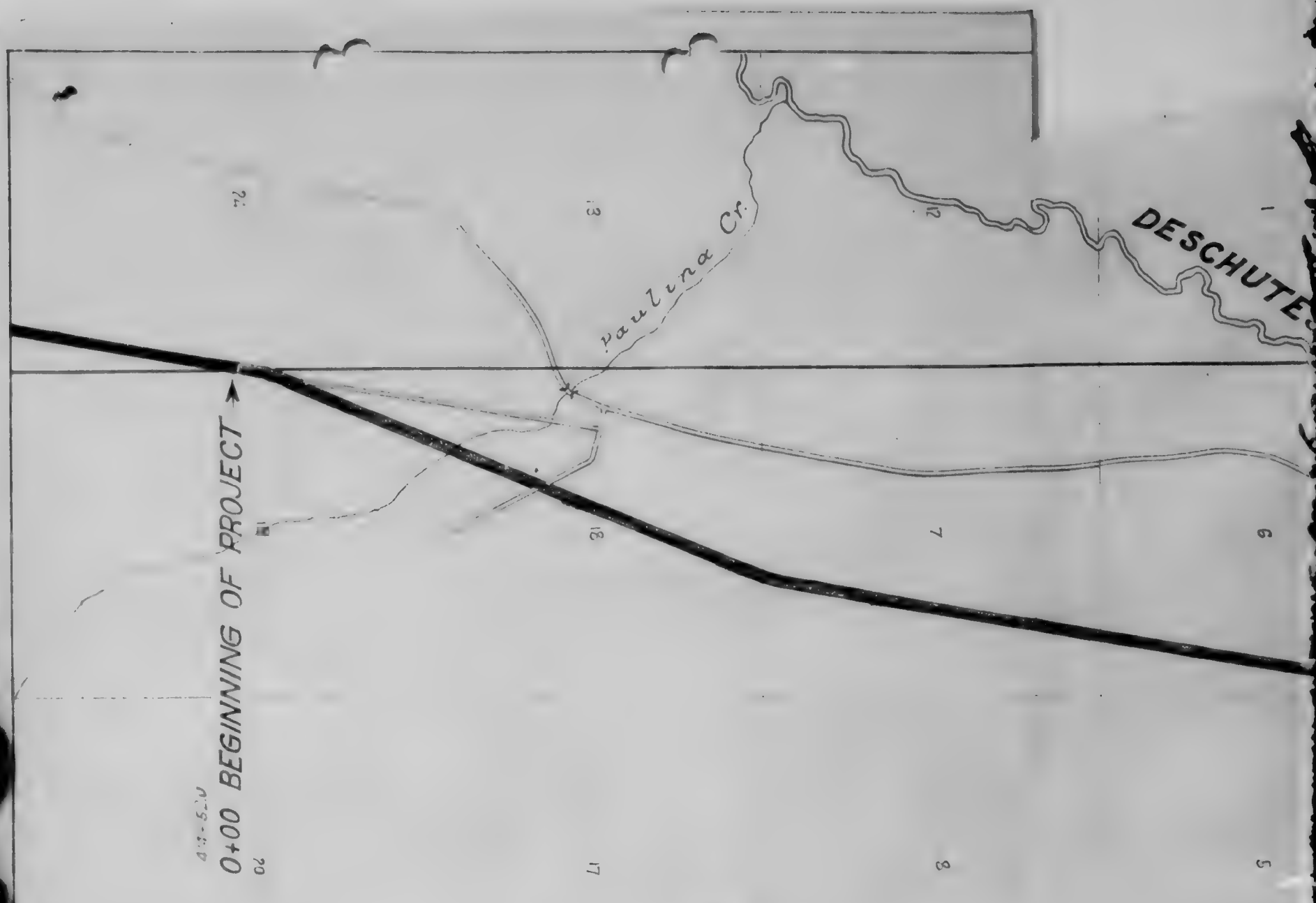
Oregon State Highway Commission.
(Official title of Highway Department.)

By _____
Chairman
(Title of officer.)

By _____
Commissioner
(Title of officer.)

By _____
Commissioner
(Title of officer.)

8—4256



OREGON STATE HIGHWAY DEPARTMENT

GEORGE MAP ACCOMPANY IS

OREGON PROJECT STATEMENT NO. 87

THE DALLES - CALIFORNIA HIGHWAY

DESCHUTES - COUNTY

UNIT NO. 1 PAULINA PRAIRIE - LAVA BUTTE SECTION

DESCHUTES RIVER

To Bend

T. 20 S. R. 11 E. W.M.

T. 21 S. R. 12 E. W.M.

MENT

MENT NO. 87

HIGHWAY

E SECTION

LEGEND

COMPLETED IMPROVEMENTS

FEDERAL AID PROJECT

OTHER ROADS - UNIMPROVED

RIVER

Allens Ranch

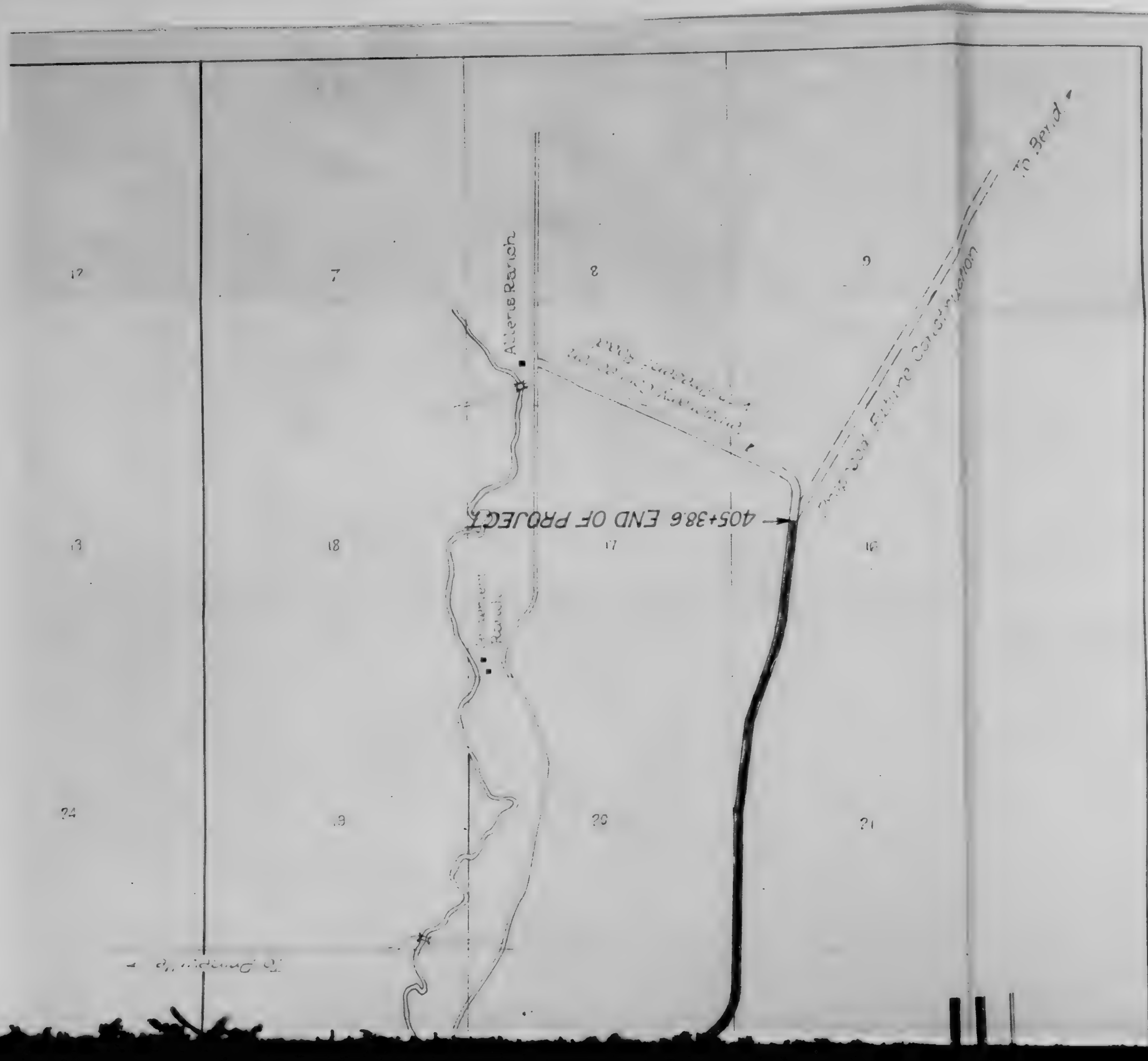
405+38.6 END OF PROJECT

LEGEND

D IMPROVEMENTS

ID PROJECT

ADS - UNIMPROVED


Allens Ranch
To Bend
405+38.6 END OF PROJECT

DESCHUTES COUNTY, OREGON

OFFICE OF THE COUNTY JUDGE

BEND, OREGON

July 24, 1923.

RECEIVED
JUL 26 1923

Dear Mr. Klein,

A matter has developed concerning the right of way of The Dalles-California (Reservoir Site) that I want to take up with you and Mr. Devers before the next meeting of the Commission. I can come to Salem Saturday if you will be there or see you in Portland Sunday evening or Monday morning. Please write on receipt of this advising when it will be most convenient for me to see you both.

Truly yours
Robert W. Sawyer
County Judge.

wired him to meet you at Imperial Sunday night or Monday am
1025

ANSWERED
H. B. G.

July 18, 1933

To the Members of the Highway Commission.

Dear Sirs:

The attached is a copy of the reply received from the Jefferson Water Conservancy District in response to my recent inquiry regarding cooperation on highway construction around the reservoir at Beehive Falls south of Bend.

Very truly yours,

State Highway Engineer.

BAK:DE

1 Encl.

June 14, 1923.

PR#87

Jefferson Water Conservancy District,
Mr. A. D. Anderson, Secretary,
Madras, Oregon.

Gentlemen:

The matter of the construction of The Dalles-California Highway between Allen Ranch and Paulina Creek has been under consideration by this Commission for nearly two years, bids having first been received on July 28, 1921, at which time a contract was let for the section between Paulina Creek and the Deschutes-Klamath County line, which has since been graded but is of little value until the section to the north is constructed.

On account of the prospect of constructing the reservoir, the bids received in 1921 were rejected and the project held open. There being no further activities on the part of the irrigation interests, the Commission again advertised the project on February 7, 1923 and favorable bids were received, but in deference to your wishes, the construction of the project was again held up. This condition has continued with no immediate prospect of reaching final determination.

In the meantime, there is left an important gap in The Dalles-California Highway uncompleted and the public is forced to travel the old road, which is very dusty and deeply rutted in summer and impassable in winter.

It is the opinion of the Commission, after thorough consideration, that a decision must be reached at once and carried through to successful conclusion. County and state funds are available to complete the roadway along the general route of the old road and the grading, if begun now, could be completed and the whole section between Allen Ranch and the Klamath County line completed before next winter.

The alternate of constructing a route outside of and east of the reservoir has been suggested, and some study has been made of that proposition. To illustrate, there is attached a map of the area showing in red and yellow coloring the alternate lines proposed as well as the present roadway and general topographic features, such as the river and the proposed flow line of the reservoir.

You will note that the road is at present graded and surfaced to Allen Ranch and the section from Allen Ranch to Paulina Creek is not improved. This section is 8 miles in length and the best bid for clearing, grading and draining this section is approximately $23,000. The line shown in red ABC on the map is the most desirable, but we estimate that the cost of grading will be five times that of DC (the Allen Ranch-Paulina Creek Section) located through the reservoir site. The second alternate, in yellow FBC, we estimate would cost four times that of DC. These figures roughly indicate the costs of these alternates.

A slight variation in the elevation of the flow line would materially alter the costs. In studying the situation, we have noted that the spillway elevation in Wiley & Hermann's report is 4203. Allowing 1 foot for extreme fluctuations, we think that the maximum elevation for the roadway should be 4204. If these elevations can be lowered, a considerable saving will result. Would like to be advised if the elevation 4203 for the spillway is the proper final figure.

In order to make some progress in the matter, the Commission have instructed the Engineer to make a survey of the alternate route outside of the reservoir to determine more definitely the comparative costs.

The Commission desire to know at this time what will be the position of the District in cooperating in the construction of the highway around the reservoir, which preliminary estimates indicate is several times the cost of the improvement of the present route, in order to remove the present highway from future consideration in the irrigation project plans. Or in the event the District is unwilling to help, should the Commission construct on the present route at its own expense and look to the District to pay the entire cost of the alternate route if the irrigation project is later carried through to a successful conclusion? You will appreciate the fact that this is a matter which requires early action, and, therefore, would appreciate an early reply.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary.

RAK:MI

June 7, 1923.

Mr. C. W. Wanzer,
Division Engineer,
The Dalles, Oregon.

Dear Sir:

I have given considerable study to the minimum elevation of the grade line to be used on the survey of the alternate Allen Ranch-Paulina Creek location.

I have visited the State Engineer's office and have talked the matter over with them at some length, looking over what data they have there. On file in that office is the report of Herman & Wiley, the consulting engineers for the North Unit Project, which was made in 1921. In this report, there is no definite information as to the maximum flow line, but the elevation of the spillway is given as 4203.0. Starting with that as a definite figure, the computation of the maximum run-off which has occurred in the last twenty years would indicate that the water line might in an extreme case be raised to 4205.2. However, the State Engineer does not think that under present conditions, with the storage reservoirs which have recently been completed, that it would be possible to again secure this maximum run-off since these reservoirs would take the peak load, so that I think it would be fair to consider 4204.0 as a reasonable maximum elevation. Placing then, our grade line 2 feet above this would give 4206.0 and the added gravel would be 6 inches more, so that I think we would be safe in using 4206.0 as the elevation of subgrade.

I discussed with the State Engineer the possibility of newer plans increasing the height of the spillway, and he assured me that this was about the maximum economical height and expected that if changes were made, it would be lowered rather than raised. Of course, in making the relocation, where the elevation can be kept higher than 4206.0 without extra cost, I think it should be done.

If the flow line is found to be as shown on the reconnaissance map, there are several small flats or indentations which probably would require a considerable embankment to bring them to that elevation, and in these cases, it would appear, perhaps, that the grade line could be lowered to a considerable extent, even dropping it below the elevation of the spillway, figuring that when the dam was built and the site flooded, the grade could be raised to meet the elevation required at that time, thus affording a saving in first cost, but we would, of course, lose the surfacing.

Another solution which appears feasible would be to construct a dike across these low flats at some future date, which could be constructed at a lower cost than raising the entire roadbed section and would also save the surfacing materials. The diking proposition, of course, could not be used at Paulina Creek where there would be water on the upper side.

The whole thing is a matter which will require a considerable amount of study of different alternates. It is possible that authentic information could be secured from the Irrigation District themselves as to the height of the water proposed, but it is my understanding that they do not have an engineer employed at this time.

I wired Mr. Wiley in Boise as to his figures on the flow line, and he referred me to his report which is on file in the State Engineer's office and which I have referred to above.

I am returning the map which you recently forwarded from your office which shows the two alternate lines from a point opposite Allen Ranch. It is my understanding that on this map the line FEC will be run out with an estimate of the cost of the temporary connection from E to D, and also if the line AB is feasible that a preliminary at least be run.

I am sending under separate cover a copy of the cooperative report on the Deschutes Project prepared by the State Engineer's office and the Reclamation Service, dated December, 1914. This may be of some help to Scott in handling this work.

Very truly yours,

State Highway Engineer.

BAK:HI

DESCHUTES COUNTY, OREGON

OFFICE OF THE COUNTY JUDGE

BEND, OREGON

March 22, 1923.

RECEIVED
MAR 23 1923
STATE HIGHWAY COMMISSION

State Highway Commission,

Salem, Oregon.

Gentlemen:

Referring to the matter of the location of The Dalles-California Highway south of Bend with respect to the proposed Benham Falls reservoir, I submit the following for the consideration of the Commission.

The highway is now built and cinder surfaced from Lava Butte to the Allen ranch; from the Allen ranch to Paulina Prairie is unimproved and the location is within the reservoir. Objections to construction in the reservoir have been filed with and are under consideration by the Commission. At different times it has been suggested that a new line be located and the road built from Lava Butte direct to Paulina Prairie, thereby abandoning the road from the Butte to the Allen ranch and, by remaining outside the reservoir, avoiding interference with it.

For brevity I am here designating as

B. A. the line from the Butte to Allen ranch,
A. P. the line from Allen ranch to Paulina Prairie,
B. P. the line from Lava Butte to Paulina Prairie.

B. A. was built before the creation of the present highway commission. It is not up to the commission's present standards of construction and sooner or later should and undoubtedly will be rebuilt if retained as a part of the state system. The cinder surfacing of B. A. is not satisfactory, and within a very few years should be replaced with crushed rock or gravel if the road is retained as a part of the state system. Presumably it will not be re-surfaced without having the grade brought up to modern standards. In a few years then both re-grading and re-surfacing should be done.

A. P. is within the proposed reservoir. Financing of the North Unit or Jefferson County Water Conservancy District which will use the reservoir has been said to be imminent quarterly for about two years. In spite of repeated failure it is again said to be imminent. It is believed that some day the reservoir will be built. This may be soon or late, but whenever it is the road must be abandoned. If A. P. is abandoned the road to take its place will be all or in part B. P.

B. A. and B. P. run through timber belonging to The Shevlin-Hixon Company. The company has indicated its willingness to leave a timbered strip on each side of The Dalles-California Highway, taking reimbursement therefor from the National Forest under the provisions of the Deschutes Timber Exchange Law.

The company is about to begin logging operations in the country crossed by B. A. and B. P.

It cannot be expected to leave a timbered strip on both B. A. and B. P.

If because of the need of rebuilding and re-surfacing B. A. and the need of connecting (some day) the road outside the reservoir with the rest of the main highway it is decided to abandon B. A., it will be replaced by B. P.

If B. P. is even to be used and if it is desired to have a timbered strip along it, the decision should be made now, the actual line located and arrangements to save the timber made.

Involved then in the decision as to the construction of B. P. are these questions.

As to the abandonment or rebuilding of B. A.

As to the re-surfacing of B. A., which should be done only after rebuilding but which should be done soon.

As to a connection from the road around the reservoir (when built) into B. A. either at the Butte or at some point between the Butte and the Allen ranch.

As to the time when the reservoir will be built.

As to whether The Shevlin-Hixon Company shall be asked to leave a timbered strip on B. A. or on B. P.

These questions are so inter-related that it is very difficult to answer anyone by itself.

I venture my personal opinion that the Gordian Knot should be cut and the road ordered built from Lava Butte to Paulina Prairie.

Such action will eliminate the question of re-building and re-surfacing B. A., the question of a connection

from the road outside the reservoir, the question of reservoir interference and the question of where to save the timbered strip. It will also give a road some 2 1/2 miles shorter than the present location.

It will also mean, I recognize, a greater immediate capital expense than to build A. P. or merely around the reservoir, but it will mean permanent and final location while money spent on improvements on B. A. or on A. P. may ultimately be thrown away.

I think it necessary to say that Deschutes County has not funds to co-operate on this more expensive work beyond the amount already pledged on A. P., but it might be possible to secure a favorable vote on a bond issue to provide co-operation if necessary.

I should also urge that immediate action be taken to provide this section with one road or the other.

Truly yours,

Robert W Sawyer

County Judge.

To WM A. KLEIN,
State Highway Engineer.

Report accompanying survey of a location from Lava Butte to Paulina Creek keeping above proposed flow line of Benham Falls or North Unit Reservoir site and replacing survey of Unit No. 1 of Allens Ranch-Klamath County Line Section of The Dalles-California Highway in Deschutes County.

Submitted by
J. H. SCOTT,
Salem, Oregon,
July 25, 1925.

HISTORY OF PROJECT:

The project is considered from Lava Butte summit to Paulina Creek or the north end of Unit No. 2, Allens Ranch-Klamath County Line Section as Unit No. 2 is already graded and is safely above the proposed flow line.

In 1918, location surveys were made from Lava Butte to a connection with the existing road on the flats along the Deschutes River near the Shonquist Ranch. It was known at this time that a reservoir was contemplated at some future time but funds available were so limited that the shortest connection must be made regardless of other considerations. The last mile was nearly all below the proposed flow line but the project being so remote, no objections were made. Work was carried along on this section until the 1920 season when the grading had been completed and a surface of cinders from Lava Butte put on. Owing to very limited funds, the grading on this section is not up to standard, for the greater part of the distance, being principally clearing and picking off loose rocks.

In 1920, a section about two miles in length, from the end of the cindered section at Shonquist's Ranch to the Allen Ranch was graded and cindered. Late in the summer of 1920, a location survey was made from Allens Ranch to the Klamath County Line and right of way obtained by condemnation by the Deschutes County Court.

In 1921, the entire section from Allens Ranch to the Klamath County Line was advertised for grading in two units. As by this time steps were being taken to finance the North Unit project and objection was made to constructing that section, Unit No. 1, which would be submerged in case the storage reservoir was built. Unit No. 2 being entirely above the proposed flow line was not affected and the contract awarded to the Deschutes County Court and the grading completed in 1922.

The Highway Commission agreed with the directors of the Irrigation Project to hold up work on Unit No. 1 until December 1st, 1922, when they expected to be able to announce definitely whether or not they would be able to finance the project. Plans for financing fell through, so in February 1923, the grading of Unit No. 1 was again advertised and very favorable bids received but again held up as new plans for financing were underway. The Securities Commission refused to sanction construction of the road as proposed. A reconnaissance survey was made in the latter part of March, to determine the possibility of a line around the reservoir site and a comparison as to cost and other features. The report showed a considerable increase in cost, distance, rise and fall and curvature and did not recommend the construction of the road above the flow line.

In June 1923, a location survey was ordered to determine more definitely these differences. Surveys were completed July 20th.

COSTS AND COMPARISONS:

As several routes and sections are compared, reference is made to a small scale map, 1" equals 2000', which shows more readily the various combinations of sections or routes. Line A F E is the original section from Lava Butte to the river, Line E D is the two mile section ending at Allens Bench, graded and timbered in 1920. Line D C is Unit No. 1, advertised twice for grading and would be submerged when reservoir is filled. Line B C is an alternative of Unit No. 1 and is above proposed flow line. Line A B is a direct connection from here to Lava Butte. Surveys have just been completed on A B and B C.

Section	Length	Grading	Surfacing	Total Cost.
Unit No. 1, D C	8.0	$22,413.00	$57,200.00	$ 79,613.00
Rev. B C	9.0	66,770.00	66,330.00	133,100.00

The immediate difference in cost is $83,487.00, which Deschutes County is not financially able to cooperate on and also unwilling because the original line is deemed best suited to their needs and the reservoir construction would be of little value to them and destroy a number of stock ranches where grassis plentiful.

If the project is completed and the reservoir filled, then it will be necessary to abandon the section B D, length 1.32 miles, cost $14,360.00 or 85% of the bid price of the original contemplated line.

If reservoir site is filled, then either line F B or A B must be built. F B is 3 miles long and grading will cost $10,000 per mile and surfacing will cost $7,000 per mile or a total cost of $51,000.00. This line was not surveyed as the line A B is shorter and much more direct with less curvature. Surveys completed on line A B and estimate as follows:

Grading	$76,219.50
Surfacing	44,330.00
Total	$120,549.50

This includes about $7,000.00 worth of work at Lava Butte summit common to the new survey and the existing road. The line A B is 1½ miles shorter than A F B and will cost $17,000.00 more when considering that A F must soon be resurfaced and regraded.

NEED OF ROAD:

All mail and freight as well as stage and tourist travel between Bend and Lapine, Ft. Rock, Silver Lake, Lakeview and Crescent goes over this road. The section from Allens Ranch to Paulina Creek is in the poorest condition of all. The road is crooked and worn down below the level of the surrounding

and is too low to drain successfully through the flat country. Water collects in the road and makes it impassable to travel at times. Unit No. 2 from Paulina Creek to the Klamath County Line is graded but is deteriorating for lack of surfacing. Unit No. 2 ends at the county line but with no connection with existing roads. Construction should be continued to station 1080 or about 3 miles where the line intersects an east and west road that gives connection with both the main road and the river road. As the only surfacing material available is the gravel pit at Mosten's Mill near the county line, the 3 mile section in Klamath County should be graded and graveled at the same time as Unit No. 2 in order to gain economic use of the plant set up at the Mosten Pit. It would not pay to haul more than 3 miles south of the county line as there is plenty of good gravel about 7 miles south of the county line near the highway survey. During summer there is a large amount of tourist and recreation travel between Bend and Crater Lake and various mountain lakes.

SURFACING MATERIALS:

The only suitable gravel either in quality or quantity is the pit at Mosten's Mill 3.7 miles west of the intersection of The Dalles-California Highway and the Deschutes -Klamath County Line. The country north of this has been thoroughly prospected and the gravel is not in sufficient quantity or too far from the highway to be available. The only material north of Lapine is rock out-crops or bluffs as shown on accompan[illegible]aps. This rock is tough, breaks large and expensive to crush.

[illegible]:

As there is a difference in cost of $53,490.00 between the original Unit No. 1 and the location above the flow line, compared on the basis of standard

...ed rock surfacing on both lines, or a further reduction in cost of surfacing on the original line if a temporary surfacing 6" deep and 14 feet wide is used of $15,000.00. This then would make the difference in favor of the original line either $53,490.00 or $63,490.00 according to the surfacing used. The original line fits the development and needs of the country much better in that it serves the ranches along the river, directly connects with several important roads such as the Elk Lake Road and Century Drive which roads also take travel to many lakes and places of interest. The Little Deschutes and Big River are an attraction and many people camp along them. The plans of the North Unit Irrigation District are too vague yet to justify the expenditure of so large an amount of money to build a road one mile longer, with more rise and fall, more curvature and not in any way as suitable. It would also involve construction of a connection which would have to be abandoned in case the reservoir should be built, which connection would cost 65% as much as the grading of the entire 8 miles on the original line. The maximum height of water at the spillway would be at elevation 4203, which compels us to adopt a flow line of 4206 elevation. Engineers who have investigated claim that there is some doubt as to whether that portion of the reservoir above elevation 4186 will hold water, so it is possible that the project may never be developed above this elevation. Should this be the case, the south 4 miles on the original line would not be submerged. Also, it was considered possible to store the water on Crooked River near Post instead of at Benham Falls but that the latter project was more desirable. As there is no definite plan, or rather the project is not financed and underway, it may be years until it will be and many changes of plan which would have a bearing on the road situation on Unit No. 1 may occur. These may show definitely that either the road must be built above the flow line or that we may save all or some part on

lower line. In any case, the Irrigation District is probably not able to assume the difference of $55,490.00 and it does not seem to be good judgment for the state to have to spend $55,490.00 more plus $15,000.00 for a connecting road that will become useless if the reservoir is built or a total of $68,490.00 more on a location based on uncertain things that may happen in the future rather than the cheaper and better line. Then there could be a further saving of $15,000.00 by using surfacing 6"x14' which is recommended. The original route is one mile shorter for all travel and this is a definite value to the public. The $15,000.00 saved on the connecting road plus the yearly interest on the difference of $68,490.00 will go a long way toward financing the lower line or original line if construction of the reservoir is deferred even for five years. From the standpoint of road finances, this would be advisable as if the project is financed and built, then the district would be in a position to cooperate and absorb the difference in cost of the two routes. Another feature which should be considered is that under the present uncertainty and should the line later have to be kept above the flow line, the opportunity to arrange for extra right of way to preserve a strip of timber on each side will be lost.

As an item of interest the two lines along the section from Allens Ranch to Paulina Creek compare as follows:

	Curvature	Rise and Fall.
Original	101 degrees	Rise 107 Fall 84
Revised	429 degrees	Rise 226 Fall 195

ESTIMATE ON PROJECT TO COMPLETE THE DALLES-CALIFORNIA HIGHWAY IN DESCHUTES COUNTY:

Owing to the location of sources of surfacing material the project should extend from Allens Ranch to a point on cross roads about 3 miles south

...ater-Klamath County Line.

Unit No. 1, Allens Ranch-Paulina Creek	$22,415.00
Grading 3 miles in Klamath County	18,430.00
(Profile and estimate not in Salem office so data cannot be obtained)	
Surfacing 8"x16' Allens Ranch to Lapine, 27,000 yds. @ $3.25	87,750.00
Lapine to County Line, 11,000 yds. @ $2.50	27,500.00
3 miles in Klamath County, 6,600 yds. @ $2.50	16,500.00
	$168,595.00

Respectfully submitted,

J. H. Scott

Locating Engineer.

JHS:LM

P. S. Special mention is made of the fact that the difference in cost of the two lines, Unit No. 1 the original line and the relocation above the flow line, is only about $10,000.00 greater than the total cost of grading and surfacing the original line where a section 6" by 14' is used. Again, the relocation would involve $15,000 for a connection that is no more permanent than the north part of the original line.

Salem, Oregon, March 10, 1923.

A meeting of the Irrigation and Drainage Securities Commission was held in the Attorney General's office at nine o'clock A.M.

Present: Walter M. Pierce, Governor, Chairman,
Percy A. Cupper, State Engineer, Secretary,
I. M. Van Winkle, Attorney General.

Thereupon the following proceedings were had, to-wit:

Mr. J. M. Devers, Assistant Attorney General, and Roy Klein, Secretary of the Oregon State Highway Commission, appeared before the Commission in connection with the construction of a highway through the proposed Benham Falls Reservoir site on the Deschutes River south of Bend, and requested information from the Commission as to whether or not the Benham Falls Reservoir was likely to be constructed within a reasonable length of time and whether or not the Highway Department would be justified in expending money on road construction within the reservoir site. After considerable discussion it was the unanimous opinion of the Commission that the Benham Falls Reservoir is essential to the development of Central Oregon and would be constructed for the reclamation of the lands in that vicinity and that it would not be good business to construct a highway through the reservoir site in view of the reasonable certainty of its ultimate inundation and the consequent expense of reconstructing the same.

HERBERT NUNN
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION

SALEM

9PI - Reconnaissance Report.
File 1.

The Dalles, Ore., March 26, 1923.

Mr. Herbert Nunn,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

I am herewith enclosing a report of the reconnaissance survey of the alternate routes at the reservoir site south of Bend, on The Dalles-California Highway, as made by Mr. J. H. Scott, and completed today. As you wished to have this prepared in time to report on the routes to the Commission at the meeting tomorrow, it is impossible to get out a new tracing or maps to cover the same. Mr. Scott and myself have attempted to compile the data and use the old print in a manner that will show our results, and as I will hand this to you personally at the meeting, think that I can supply you verbally any further information you may want at this time inregard to the same.

Yours very truly,

C. W. Wanzer

C. W. Wanzer,
Division Engineer.

CWW:kl
Encls.

To

C. W. WANZER, DIVISION ENGINEER.

The Dalles, Oregon.

- - - - - - - - - - -

REPORT ON ALTERNATE ROUTES AT RESERVOIR SITE SOUTH OF BEND

- - - - - - - - -

THE DALLES-CALIFORNIA HIGHWAY

- - - - -

As instructed by you, I have spent this week making reconnaissance surveys south of Bend on The Dalles-California Highway between Lava Butte and Paulina Creek, or the northern end of Unit # 2, Allens Ranch-Klamath County Line Section, these surveys made to determine the feasability and cost of alternate line outside of the flow line of the proposed reservoir.

Were the reservoir to be constructed the present road, which is followed closely by the located line on Unit # 1, would be inundated by fifty feet of water at the north, and gradually decrease in depth to the south until Paulina Creek is reached. The original project was based on a flow line, as shown on the accompanying map, of 4208 feet elevation. There are various rumors that the elevation of this flow line is lowered on the later projects, but no definite plans are available showing any other elevation. About three years ago, and last year, bench levels were run and bench marks set at elevation 4200 on all section lines, and report has it that the engineer informed a number of people that that was the flow line. The result would not be greatly different were the flow line lowered a few feet, either as to the location of the line or the cost. The Shevlin-Hixon Lumber Company, who own the timber solidly to the east, are basing their main line on elevation 4200 and find it not practical on account of cost and inferior alignment and grades to adhere strictly to this. They figure that they own the property and that a line along the flow line happens to be best situated for logging, so they are building it there, and plan that should the reservoir be constructed, that the project would have to assume the expense of changing or protecting their road.

Advantages of Present Route.

With the exception of a possibility of the reservoir being constructed, conditions clearly indicate that the original location is the one to be recommended and constructed at this time. The reasons justifying this selection are:

1. The present road from Lava Butte to the north end of Unit # 1 is graded and cindered, and while neither the grading or surfacing are up to standard, and permanent, the road is reasonably usable for several years. Grades and alignment are as good on this line as any other line.

...in Cost. Very favorable bids were received on Unit # 1, and the contract awarded for $22,413.00, which would be ...tal outlay to be considered at this time. The cheapest alternate ...ld cost three times this amount, with inferior grades and alignment, ...nd an increase of 1 1/4 miles in distance.

3. Finances. The County is not financially able to assist on any route, and the much greater cost of any other route would probably preclude the early construction of any route.

4. Immediate Need. All mail, freight and passenger service between Bend and La Pine, Crescent, Fort Rock, and Silver Lake goes in over this road. The roads both north and south of this section are in fair shape, but on this section the condition of the road at all seasons is poor, and in the spring, practically impassable.

Comparison of Objections Other Than Engineering Features.

On the blue print map accompanying this report is shown in black the proposed main line logging road of the Shevlin-Hixon Lumber Company. This line is located, and construction in 1923 and logging in 1924 contemplated. Their system of logging is main lines and spurs about half a mile apart, and pulling the logs in from a distance of 1400 feet with a skidder. As shown on the map, the alternate line, on account of topographical conditions, will lie 150 to 1200 feet east of their main line. It has been the intention to preserve a strip of timber adjacent to the Highway through this area for scenic value. It would be practically impossible to log through this strip of timber. It is not practical to log across the Highway in case no timber is preserved, in the usual manner of logging. The cost of logging would certainly be increased. It is not known what attitude the lumber company will assume toward the location on this alternate line, but their objections may be well grounded, and a serious matter. They own both the timber and property on this section. It is possible that there will be an objection on either line. On the original line the reservoir may be built and the road construction abandoned, and, in a sense, the money wasted. On the alternate line, before the logging is done, the lumber company may put up serious objections.

Routes.

There are five routes, or combinations of routes.

Route 1 - AEDC, or the present location.

Route 2 - AC, Direct route - not considered, as country is rough, more adverse grade, more expensive construction, and no practical saving in distance.

Route 3 - ABC, Recommended alternate route.

Route 4 - AFBC.

Route 5 - AFEDBC, Temporary connection with Unit # 1 above flow line.

Unit # 1, as contract awarded	$ 22,413.00
Alternate of section of same length above flow line, including $500.00 for connecting road at BD	68,820.00
Difference	$ 46,407.00
If the section BC is constructed the temporary connecting road from BD could be used, increasing the distance to travel 1½ miles over the present road - Section AB should be considered as a part of the alternate route and will cost	41,400.00
Total cost of alternate line above original	$ 87,807.00

Line	Length	Cost of Grading	Cost of Surfacing	Total Cost	Remarks
A-B-C	13.25	$109,720.00	$95,400.00	$215,120.00	
A-E-D-C	14.50	22,413.00	62,400.00	84,813.00	Does not include regrade or resurface A-E-D
A-E-D-B-C	15.5	68,820.00	66,600.00	135,420.00	
A-F-B-C	14.25	89,000.00	79,200.00	168,200.00	Does not include regrade or resurface A-F.
		Segregated			
B-C	7.75	$ 68,320.00	$55,800.00	$124,120.00	
D-C	8.0	22,413.00	62,400.00	84,813.00	
B-D	1.5	500.00	1,200.00	1,700.00	Temporary connection.
A-B	5.5	41,400.00	39,600.00	81,000.00	

Roadbed 24' Class A.

Surfacing 8" X 16', plus 200 yards per mile maintenance and extras.

Surfacing $3.00 per yard on alternate line.

$3.25 per yard on original location on account of 1½ mile extra haul.

Conclusions.

Alternate line having a quarry on line has an advantage of 25 cents per yard on surfacing.

...considering the reservoir site, the route to be recommended is the ... location, as the grades are better and alignment better, and a considerable saving in outlay of money at this time, and a well worth while final saving, even considering that the present road from Allens Ranch to Lava Butte will at some time have to be regraded and resurfaced.

If the contemplated reservoir bears enough weight to justify the expenditure of the additional money, then the route B-C must be constructed, and the connection from B should go direct to A, as the route is 1.0 mile shorter, which with a saving in cost of $7,800.00, will be cheaper when the reconstruction of the present road, A-F, is taken into consideration.

J. H. Scott,
Reconnaissance Engineer.

The Dalles, Oregon.

March 24, 1923.

June 8, 1923.

Jefferson Water Conservancy District,
Mr. A. D. Anderson, Secretary,
Madras, Oregon.

Gentlemen:

The matter of the construction of The Dalles-California Highway between Allen Ranch and Paulina Creek has been under consideration by this Commission for nearly two years, bids having first been received on July 28, 1921, at which time a contract was let for the section between Paulina Creek and the Deschutes-California County line, which has since been graded but is of little value until the section to the north is constructed.

On account of the prospect of constructing the reservoir, the bids received in 1921 were rejected and the project held open. There being no further activities on the part of the irrigation interests, the Commission again advertised the project on February 7, 1923 and favorable bids were received, but in deference to your wishes, the construction of the project was again held up. This condition has continued with no immediate prospect of reaching final determination.

In the meantime, there is left an important gap in The Dalles-California Highway uncompleted and the public is forced to travel the old road, which is very dusty and deeply rutted in summer and impassable in winter.

It is the opinion of the Commission, after thorough consideration, that a decision must be reached at once and carried through to successful conclusion. County and state funds are available to complete the roadway along the general route of the old road and the grading, if begun now, could be completed and the whole section between Allen Ranch and the Klamath County line completed before next winter.

The alternate of constructing a route outside of and east of the reservoir has been suggested, and some study has been made of that proposition. To illustrate, there is attached a map of the area showing in red and yellow coloring the alternate lines proposed as well as the present roadway and general topographic features, such as the river and the proposed flow line of the reservoir.

You will note that the road is at present graded and surfaced to Allen Ranch and the section from Allen Ranch to Paulina Creek is not improved. This section is 8 miles in length and the best bid for clearing, grading and draining this section is approximately $25,000. The line shown in red ABC on the map is the most desirable, but we estimate that the cost of grading will be five times that of DC (the Allen Ranch-Paulina Creek Section) located through the reservoir site. The second alternate, in yellow FBC, we estimate would cost four times that of DC. These figures roughly indicate the costs of these alternates.

A slight variation in the elevation of the flow line would materially alter the costs. In studying the situation, we have noted that the spillway elevation in Wiley & Hermann's report is 4203. Allowing 1 foot for extreme fluctuations, we think that the maximum elevation for the roadway should be 4206. If these elevations can be lowered, a considerable saving will result. Would like to be advised if the elevation 4203 for the spillway is the proper final figure.

In order to make some progress in the matter, the Commission have instructed the Engineer to make a survey of the alternate route outside of the reservoir to determine more definitely the comparative costs.

The Commission desire to know at this time what will be the position of the District in cooperating in the construction of the highway around the reservoir, which preliminary estimates indicate is several times the cost of the improvement of the present route, in order to remove the present highway from future consideration in the irrigation project plans. Or in the event the District is unwilling to help, should the Commission construct on the present route at its own expense and look to the District to pay the entire cost of the alternate route if the irrigation project is later carried through to a successful conclusion? You will appreciate the fact that this is a matter which requires early action, and, therefore, would appreciate an early reply.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Chairman

Commissioner

Commissioner

RAY:HI

December 9, 1932

Mr. Ray A. Klein, Secretary,
State Highway Commission,
Salem, Oregon.

Bend-Lapine Section,
The Dalles-California Highway.

Dear Sir:

As requested by you, I am submitting what data is available concerning the situation between Lava Butte and Paulina Creek on The Dalles-California Highway. This is the section that will be submerged if the Benham Falls or North Unit Project is constructed.

The line from Bend to Shevlin was located in 1916 and as funds were very limited it was desirable to make the shortest possible connection with the present road and in future work, take advantage of the light construction in the flats along the Deschutes River to Lapine. Grading was done by the county and cinders put on by the state in 1920 also two additional miles were graded and cindered, carrying the improvement to Allen's Ranch. In 1921, the grading from Allen's Ranch to the Klamath County line was advertised in two units. Prices were very favorable but at the request of the people concerned with the irrigation project, Unit No. 1 was held up pending completion of financial arrangements for the construction of the reservoir.

At various times, I made investigation of possible routes above the flow line of the reservoir and find that there are two possible routes. Route A would leave the present road near Lava Butte and extend to Paulina Creek and would be the most direct line as well as better grades and alignment but would abandon 6½ miles of graded and cindered road.

Route B would leave the present road near the flow line and skirt the indentations of the flow line and extend to a common point just south of Paulina Creek which is at the north end of Unit No. 2 which is now graded. This line would abandon 3 miles of graded and cindered road.

Route A.

Route A is one mile shorter than either Route B or the existing road, but has better alignment and grades and is in a better country for road construction and even though it abandons 3½ miles more of road, it will be cheaper as the country is more regular and less rock will be encountered. This route follows a series of benches on quite uniform ground.

Route B is one mile longer in total distance than A but there is 2½ miles less of new road to build. This line skirting the edges of the flow line, hits many rock ridges or knolls that extend down to the river bottoms and will involve some heavy rock work in one of the most costly kinds of rock to excavate. Also the alignment will be poor and the grade line more undulating than is desirable.

CONCLUSION.

It will be found that the cheaper and more desirable line is Route A even taking into consideration that there is 2½ miles more of improved road to be abandoned and 2½ miles more of surfacing required. On the 6½ miles to be abandoned on Route A the state has expended about $16,000 and the county about $6,000. On July 20th, 1921 bids were received for grading Unit No. 1, 8 miles in length, the lowest bid being $21,946.60. This bid was proportional, part of the entire improvement consisting of both Units 1 and 2, so for Unit 1 alone, the cost would probably be greater.

As to a temporary road for a few years service the cost of grading would be about $12,000, about 40% of this cost being clearing. A light coat of fine gravel, which is the only material available, on a section 4'x16' would cost $13,000 making a total of $25,000 for the 8 miles.

There has been no survey of Routes A and B. The above data is based on my own general knowledge of the country and careful inquiries of men who have been over Route A a number of times and I think that the data may be assumed to be correct.

Respectfully yours,

Locating Engineer.

JHS:LH

FORM 8A 10544-7500-8-22

J. A. BOOTH, EUGENE, CHAIRMAN
J. B. YEON, PORTLAND
W. B. BARRATT, HEPPNER
COMMISSIONERS

ROY A. KLEIN, SECRETARY AND ASSISTANT ENGINEER

HERBERT NUNN
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION

SALEM

File 9PA - 1.

The Dalles, Ore., March 20, 1923.

PRHM

Mr. Roy A. Klein, Secretary,
Oregon State Highway Commission,
Salem, Oregon.

RECEIVED
MAR 22 1923
OF
STATE HIGHWAY COMMISSION

Dear Sir:

Your favor of March 16th notifying me that the Chairman of the Highway Commission wished a reconnaissance survey of an alternate route around the reservoir site conflicting with the grading contract of the Allen Ranch-South Section of The Dalles-California Highway, received, with enclosures. The enclosures are herewith returned, as per your request, I having copies of all the same excepting the letter from the Bend Commercial Club, which I have read and noted.

As per my telephone conversation with you, I have sent Mr. J. H. Scott to Bend to get this information requested by the Commission, he arriving there yesterday, and is now on the ground, and will make a report here to this office not later than Saturday of this week, and will be able to forward the data obtained to you in time for consideration by the Commission at its next meeting, March 27th.

Yours very truly,

C. W. Wanzer

C. W. Wanzer,
Division Engineer.

CWW:kl
Encls.

COPY

BEND COMMERCIAL CLUB

Bend

March 13, 1923.

Mr. Roy A. Klein, Secretary,
State Highway Commission,
Salem, Oregon.

Dear Mr. Klein:

I have your letter of March 10th together with copy of letter addressed to Judge Sawyer.

We wish to thank you for this very complete record of the State Highway Commission's attitude on the completion of the work south of us. We do not know how accurate your information is in regard to the construction of a road around the proposed Benham Falls reservoir site and wonder if it would not be a good thing to have an engineer go over the ground before your next meeting and be able to give some idea of the comparative cost of construction of that route. Am sure our organization would be glad to cooperate with you and the county court in any way possible to secure this information as early as possible and to provide an early construction of the road around the reservoir if deemed advisable to do that instead of building through it.

The State Highway between here and Redmond is in the best condition I have ever seen it. The road to Sisters needs dragging. The road from Tumalo to Sisters is certainly a splendid piece of road, well built, well graveled and we believe will be easily maintained if not neglected too long at any one time.

Very truly yours,

BEND COMMERCIAL CLUB,

L. Antles, Secretary.

File 9... - 1

The Dalles, Ore., March 19, 1923.

RECEIVED
MAR 20 1923
STATE HIGHWAY COMMISSION

The Hon. Judge R. W. Sawyer,
County Judge of Deschutes County,
Bend, Oregon.

Dear Sir:

I tried to get in touch with you by phone Saturday and Sunday to inform you that the Chairman of the State Highway Commission has requested me to make a reconnaissance survey of the alternate routes around the reservoir site along the lines of which we were talking when in your office the other day, in order to have more definite information in regard to cost for comparison of the different routes.

Mr. J. H. Scott should be in Bend this morning to make the above referred to reconnaissance. I was very anxious to get ahold of you in order to suggest that you make arrangements to have Mr. Robert B. Could go with Mr. Scott, both for the reason that Mr. Could is fairly familiar with the country in this section, and also as your representative in order that you and the County Court might feel satisfied that we are choosing the best alternate line, and making a fair and conservative estimate of the cost of the same as nearly as could be done without putting in a regular location party to make the survey. I am satisfied that with Mr. Scott, and Mr. Could as your representative, that they will obtain results that will be satisfactory to both the County Court and the Commission. I tried to give you this information over the phone, but on account of the condition of the line between here and Bend, and the conversation having to be relayed, I am not sure whether you caught the gist, or idea of why this was being done. I hope that you see your way clear to have Mr. Could go with Mr. Scott on this reconnaissance, as I feel sure that in that case you, or the County Court, will not question the data that will be submitted.

Mr. Scott will report back to me by next Saturday, in time for me to report findings to the Commission at the next Highway meeting, to be held March 27th, and I sincerely hope that a satisfactory solution may be found for this situation.

Yours very truly,

C. W. Wanzer,
Division Engineer.

CWW:kl
cc. Mr. L. Antlon.
c.c. Salem Office

R. A. BOOTH, EUGENE, CHAIRMAN
J. B. YEON, PORTLAND
W. B. BARRATT, HEPPNER
COMMISSION

ROY H. KLEIN, SECRETARY AND ASSISTANT ENGINEER

HERBERT NUNN
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION

OFFICE OF R. A. BOOTH, CHAIRMAN
EUGENE, OREGON

March 16, 1923.

Mr. R.A.Klein,

Salem,Ore.

Dear Sir:

Confirming 'phone conversation of today relative to over-crossing at Oro Dell, you are to write Judge Couch that the Commission is favorable to closing this matter as soon as decision is reached with the Railroad Co. or through the Public Service Commission, as may be required.

You are also to ask Mr.Nunn to send engineer to make reasonably careful estimate of the road around Benham Falls. This latter matter bring please to the attention of Mr.Yeon for confirmation.

Yours truly,

rab/end

BEND COMMERCIAL CLUB

Bend,

COPY

March 13, 1923.

Mr. Roy A. Klein, Secretary,
State Highway Commission,
Salem, Oregon.

Dear Mr. Klein:

I have your letter of March 10th together with copy of letter addressed to Judge Sawyer.

We wish to thank you for this very complete record of the State Highway Commission's attitude on the completion of the work south of us. We do not know how accurate your information is in regard to the construction of a road around the proposed Benham Falls reservoir site and wonder if it would not be a good thing to have an engineer go over the ground before your next meeting.and be able to give some idea of the comparative cost of construction of that route. Am sure our organization would be glad to cooperate with you and the county court in any way possible to secure this information as early as possible and to provide an early constructionof the road around the reservoir if deemed advisable todo that instead of building through it.

The State Highway between here and Redmond is in the best condition I have ever seen it. The road to Sisters needs dragging. The road from Tumalo to Sisters is certainly a splendid piece of road, well built, well graveled and we believe will be easily maintained if not neglected to long at any one time.

Very truly yours,

BEND COMMERCIAL CLUB,

L. ANTLES,
Secretary.

STATE OF OREGON

OFFICE OF THE
STATE ENGINEER
WATER RESOURCES DEPARTMENT
SALEM

PERCY A. CUPPER, STATE ENGINEER
PRESIDENT OF THE STATE WATER BOARD
SECRETARY OF THE DESERT LAND BOARD
SECRETARY IRRIGATION AND DRAINAGE SECURITIES COMMISSION

C. E. STRICKLIN, ASST. STATE ENGINEER
RHEA LUPER, ENGINEER IN CHARGE OF WATER DISTRIBUTION
ROBT J. SIMPSON, OFFICE ENGINEER

RECEIVED
MAR 12 1923
OREGON
STATE HIGHWAY COMMISSION

March 12th, 1923.

Roy Klein, Secretary,
State Highway Commission,
Building.

Dear Sir:-

I am enclosing a copy of a rough draft of that portion of the minutes of the meeting of the Irrigation and Drainage Securities Commission on March 10th pertaining to the location of the highway through the Benham Falls Reservoir site.

You understand the minutes have not been approved and are subject to change.

Very respectfully,

Percy A. Cupper
State Engineer.

RJS-L

Extract from minutes of Irrigation Securities Commission, March 10, 1923

* * * * *

XXXX

"Mr. J. M. Devers, Assistant Attorney General, and Roy Klein, Secretary of the Oregon State Highway Commission, appeared before the commission in connection with the construction of a highway through the proposed Benham Falls Reservoir site on the Deschutes River, south of Bend, and requestedinformation from the commission as to whether or not the Benham Falls Reservoir was likely to be constructed within a reasonable length of time and whether or not the Highway Department would be justified in expending money on road construction within the reservoir site. After considerable discussion, it was the unanimous opinion of the commission that the Benham Falls Reservoir is essential to the development of Central Oregon and would be constructed for the reclamation of the lands in that vicinity and that it would not be good business to construct a highway through the reservoir in view of the reasonable certainty of its ultimate inundation and the consequent expense of reconstructing the same.

* * * * * * *"

RECEIVED
MAR 12 1923
OREGON
STATE HIGHWAY COMMISSION

March 10, 1923

Deschutes County Court
Bend, Oregon

Gentlemen:

This letter is written relative to construction of the Allen Ranch Section of the Dalles-California Highway through Benham Falls Reservoir Site. This project, eight miles in length, was advertised for bids on grading which were received on February 7. The low bid received totalling $22,413.30 was satisfactory to both the County and State.

At the time this project was ordered advertised the Commission presumed that the Irrigation District had abandoned its plan, but prior to the opening of bids, the following telegram was received dated January 27th.

"State Highway Commission
Salem, Oregon
Phone message by Vanner to our attorney Wallace referred to our board requesting we wire you withdrawing our opposition to construction of Dalles California Highway through Benham Falls Reservoir Site Stop We wish to renew our former protest with all possible emphasis as we have assurances of finances for construction.
Jefferson Water Conservancy District
A. D. Anderson, Secy"

At the Commission meeting on February 7th the district was represented by Messrs. Gard and Kellocks and a further protest was made against constructing through the reservoir site.

This project was submitted to the Government as a Federal Aid project and rejected by it on account of this feature as shown by the following letter dated March 1, 1923.

"Mr. Herbert Nunn,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

We are advised that the Project Statement for Oregon Federal aid project No. 87, has been

disapproved by our Washington office, as to construction on its present routing through the reservoir site.

As we advised you at the last commission meeting, we felt that we were doubtful, as a matter of policy, whether a project crossing a reservoir site could be approved by the Secretary of Agriculture. Shortly after the project reached Washington, the Secretary of Agriculture received a letter from the Secretary of the Interior, giving the history of the Benham Falls project and of the preliminary work done by the Reclamation Service, including surveys, exploration of dam site, foundation, etc. The Secretary of the Interior pointed out the fact that there is a scarcity of good reservoir sites in these regions, and recommended, as a matter of general policy, that roads be built around the reservoir sites, even if extra expense is involved.

In view of the points raised by the Secretary, and of the fact that the Irrigation District formally protested to the Oregon Highway Commission against the present construction of this project, the the Bureau decided that it would not be advisable to approve the project on the present route.

Should you decide to reconsider the project, and to build on the alternative location which does not cross the reservoir site, approval could be readily secured.

Very truly yours,

agmd. C. H. Purcell,
District Engineer.

The matter was then taken under consideration and you were sent the telegram of March 1st, your reply to which was dated March 2nd is on file. On March 8, a telegram was directed to the Secretary of the District reading as follows:

"Mr. A. D. Anderson, Secretary,
Jefferson Water Conservancy District,
Madras, Oregon.

Highway project through proposed reservoir site has been held pending development. Stop we are being urged to begin construction Stop please advise present status of your project.

State Highway Commission"

To which the following reply was received -

Deschutes County Court #8 March 10,1925

"State Highway Com.,
Salem,Oregon.

Your telegram yesterday received regarding locating highway through Benham Falls Reservoir site. We are aware Judge Sawyer is pushing this, saw his message to you printed in his paper quoting our Attorney Wallace, which Wallace says was done only in small part giving wrong impression as to our status. Our local board has never withdrawn its opposition to location within reservoir area and still requests you to delay action . We expect to consummate some of our construction bonds within few days to Morris Bros. Etheridge trial has greatly delayed them. You may confirm this directly with them.

A. B. Anderson, Sec.,
Jefferson Water Conservancy District."

The members of the commission have felt that it was unwise to proceed in the face of this statement, so the chairman arranged for a hearing before the Irrigation and Drainage Securities Commission today but was unable to attend so the Attorney and Secretary attended in his stead and presented the matter, reviewing the previous proceedings and illustrating the general situation by a map showing the location of this section of the highway, and the high water line of the proposed reservoir. The Irrigation Commission gave the matter their consideration and unanimously agreed that the roadway should not be constructed through the reservoir site in view of the possibility of the carrying out of the irrigation districts' plans within the next few years and made their record to so recommend to the Highway Commission.

The Commission would be pleased to have a further expression of your views in the matter in the light of the attitude of the Irrigation Securities Commission.

In order to answer an inquiry of the Bend Commercial Club I am sending them a copy of this letter.

Yours very truly,

RAE:HP

Secretary.

March 10, 1925

Members of the Highway Commission.

Dear Sirs:

In accordance with instructions Mr. Devers and the writer appeared before the Irrigation Securities Commission this morning in the matter of the construction of The Dalles-California Highway through the proposed site of the Benham Falls Reservoir. Present at the meeting were Governor Pierce, Attorney General Van Winkle and State Engineer Cupper.

The matter was presented in all its phases and the members of the Commission were shown by means of a map the part which would be flooded by the proposed reservoir, and also the correspondence between the Deschutes County Court and the Bend Commercial Club and the Jefferson Water Conservancy District was read.

The State Engineer and the Attorney General being the older members of the board and more familiar with this project, stated that it was their opinion that the project would be eventually built. Of course, they hesitated in predicting when. After giving the matter thorough consideration the board voted unanimously to recommend against building the road through the reservoir at this time.

I will be pleased to send you a copy of the minutes of the board as soon as they are available. I will also take the matter up with the Deschutes County Court, explaining why this contract has not been awarded, and advising them of the recommendation of the Irrigation Securities Commission.

Very truly yours,

Secretary.

PAK:M

March 7, 1925

To the Members of the Highway Commission.

Dear Sirs

The following telegrams have been exchanged between this Department and the Secretary of the Jefferson Water Conservancy District in connection with the construction of the Allen Ranch-South Section of The Dalles-California Highway:

March 5, 1925

A. D. Anderson, Secretary,
Jefferson Water Conservancy District,
Madras, Oregon.

Highway project through proposed reservoir site has been held pending developments Stop We are being urged to begin construction Stop Please advise present status of your project.

State Highway Commission"

March 6, 1925

State Highway Com.
Salem, Ore.

Your telegram yesterday received regarding locating highway thru Benham Falls reservoir site Stop We are aware Judge Sawyer is pushing this Stop Saw his message to you printed in his paper quoting our attorney Wallace which Wallace says was done only in small part giving wrong impression as to our status Stop Our board has never withdrawn its opposition to location within reservoir area and still requests you to delay action Stop We expect to consummate some of our construction bonds within few days to Morris Bros. Etheridge trial has greatly delayed them Stop You may confirm this directly with them.

A. D. Anderson, Sec.
Jefferson Water Conservancy District."

In accordance with the Chairman's instructions Mr. Devers and the writer arranged to attend a meeting of the Irrigation Securities Commission and present this whole matter to them. However, on Tuesday morning, the date set for the meeting, the Governer could not be present and consequently the meeting was not held.

The State Engineer advises that another meeting will be held on Saturday and at this time Mr. Devers and I will endeavor to be present and put this whole matter up to the Board.

Very truly yours,

Secretary.

PAK:LM

DEPARTMENT OF THE INTERIOR

UNITED STATES RECLAMATION SERVICE.

Copy

Tramway Building, Denver Colorado,

March 7, 1923.

Mr. Percy A. Cupper,
State Engineer,
Salem, Oregon.

Dear Mr. Cupper:-

Reply to your wire of Jan. 27th, relative to location of proposed road by the Forest Service and State of Oregon through the Benham Falls Reservoir site, which was forwarded to me at Washington, where I immediately inaugurated inquiry from the Secretary of Agriculture, has been delayed pending receipt of definite information as to results, and I am now able to inform you that Secretary Wallace has instructed the District Engineer in charge of Public Road Construction to so locate the road as to avoid interference with this reservoir site, but it is suggested you have further conference with the State Highway Engineers as the road might be built by the State, independently of any Federal cooperation, in which case the instructions of the Secretary of Agriculture might be disregarded.

With best wishes, I remain

Very truly yours,

F. E. Weymouth,
Chief Engineer.

F 818

PACIFIC TELEGRAM

CLASS OF SERVICE

TELEGRAM		DAY LETTER	SYMBOL DAY L	NIGHT MESSAGE	SYMBOL NITE	NIGHT LETTER	SYMBOL

IF NONE OF THE THREE SYMBOLS SHOWN ABOVE APPEARS AFTER THE CHECK (NUMBER OF WORDS) THIS IS A TELEGRAM. OTHERWISE ITS CHARACTER IS INDICATED BY THE SYMBOL APPEARING AFTER THE CHECK.

RECEIVED AT 3406
14-40

101 pd 5 extra N.L.

Madras Ore
3-6-23

State Highway Com
Salem Ore

Your telegram yesterday received regarding locating highway thru Belknap Falls reservoir site we are aware Mrs Sawyer is pushing this saw his message to you printed in his paper quoting our attorney Wallace which wallace says was done only in small part giving wrong impression as to our status our board has never

BUILD STOP RECOGNIZE THAT DECISION IS WITH YOU BUT CANNOT JUSTIFY OURSELVES IN APPROVING FURTHER DELAY

DESCHUTES COUNTY COURT

1150A

F 818

PACIFIC TELEGRAM

THE PACIFIC TELEPHONE AND TELEGRAPH CO. — LONG DISTANCE TELEPHONE — BELL SYSTEM

CLASS OF SERVICE

TELEGRAM		DAY LETTER	SYMBOL DAY L.	NIGHT MESSAGE	SYMBOL NITE	NIGHT LETTER	SYMBOL N. L.

IF NONE OF THE THREE SYMBOLS SHOWN ABOVE APPEARS AFTER THE CHECK (NUMBER OF WORDS) THIS IS A TELEGRAM. OTHERWISE ITS CHARACTER IS INDICATED BY THE SYMBOL APPEARING AFTER THE CHECK.

RECEIVED AT

withdrawn its opposition to location in the reservoir area and still requests you to delay action we expect to consummate some of our construction bonds within few days to morrow Bros. Etheridge trial has greatly delayed them you may confirm this directly with them

A. D. Anderson
Sec. Jefferson Water Conservancy District.

BUILD STOP RECOGNIZE THAT DECISION IS WITH YOU BUT CANNOT JUSTIFY OURSELVES IN APPROVING FURTHER DELAY

DESCHUTES COUNTY COURT

1150A

Form 1217A

CLASS OF SERVICE DESIRED	
Telegram	
Day Letter	X
Night Message	
Night Letter	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Receiver's No.
Check
Time Filed

Send the following message, subject to the terms on back hereof, which are hereby agreed to

MARCH 5, 1925

A. D. ANDERSON, SECRETARY,
JEFFERSON WATER CONSERVANCY DISTRICT,
MADRAS, OREGON.

HIGHWAY PROJECT THROUGH PROPOSED RESERVOIR SITE HAS BEEN HELD PENDING DEVELOPMENTS STOP CASE BEING URGED TO BEGIN CONSTRUCTION STOP PLEASE ADVISE PRESENT STATUS OF YOUR PROJECT

STATE HIGHWAY COMMISSION.

TO BE FLIM FLAMMED OUT OF PLAN AND AGREEMENT TO BUILD STOP RECOGNIZE THAT DECISION IS WITH YOU BUT CANNOT JUSTIFY OURSELVES IN APPROVING FURTHER DELAY

DESCHUTES COUNTY COURT

1150A

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Form 1200

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT
BND DI 135 BLUE

BEND ORG 1118A MAR 2 1923

OREGON STATE HIGHWAY COMMISSION

958 IMPERIAL HOTEL PORTLAND ORG

JUDGE WALLACE ATTORNEY FOR NORTH UNIT SAYS THIS MORNING HE THINKS TIERE IS NO CHANCE FOR FEDERAL AID ON BENHAMFALLS RESERVOIR AND THEREFORE SECRETARY OF INTERIOR HAS NO REAL INTEREST IN MATTER STOP WALLACE ALSO SAYS QUOTE WHOLE THING IS UP IN AIR SO FAR AS PRIVATE CAPITAL IS CONCERNED UNQUOTE HE BELIEVES AND WE AGREE THAT FEDERAL SITUATION IS RESULT OF ACTIVITY OF STATE ENGINEER CUPPER WHO HAS SAID HE WOULD USE EVERY EFFORT TO DEFEAT CONSTRUCTION OF ROAD IN RESERVOIR STOP WE BELIEVE CUPPERS INTERFERENCE UNJUSTIFIED ESPECIALLY SINCE NORTH UNIT ITSELF HAS ACCEPTED SITUATION AND AGREED TO CONSTRUCTION OF ROAD STOP THINK COMMISSION SHOULD NOT ALLOW ITSELF TO BE FLIM FLAMMED OUT OF PLAN AND AGREEMENT TO BUILD STOP RECOGNIZE THAT DECISION IS WITH YOU BUT CANNOT JUSTIFY OURSELVES IN APPROVING FURTNER DELAY

DESCHUTES COUNTY COURT

1150A

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Form 1206

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT 126 BROADWAY, PORTLAND, ORE.

A150PO EB 65 BLUE 6 EXTRA

BEND ORG 257P MAR 2 1923

OREGON STATE HIGHWAY COMMISSION

476

IMPERIAL HOTEL PORTLAND ORG

HAVE SEEN YOUR TELEGRAM TO DESCHUTES COUNTY COURT TO THE EFFECT THAT SECRETARY OF INTERIOR PROTESTS AGAINST CONSTRUCTION OF HIGHWAY THRU BENHAM FALLS SITE INFORMED BY ATTORNEY FOR NORTH UNIT THAT THEIR CHANCES OF FINANCING NOT CERTAIN AND THAT DISTRICT HAS WITHDRAWN OPPOSITION IMPORTANT TO THIS SECTION OF THE STATE SAID ROAD BE CONSTRUCTED IN ACCORDANCE WITH PRESENT PLANS

H H DEARMOND CHAIRMAN ROAD COMMITTEE BEND COMMERCIAL CLUB

310P

the fact that there is a scarcity of good reservoir sites in these regions, and recommended, as a matter of general policy, that roads be built around the reservoir sites, even if extra expense is involved.

In view of the points raised by the Secretary, and of the fact that the Irrigation District formally protested to the Oregon Highway Commission against the present construction of this project, the Bureau decided that it would not be advisable to approve the project on the present route.

CLASS OF SERVICE	
Wire	
Day Letter	
Night Message	
Night Letter	X

If no class of service is designated the message will be transmitted as a full-rate telegram.

COPY OF WESTERN UNION TELEGRAM

PORTLAND, MARCH 1, 1923

DESCHUTES COUNTY COURT,
BEND, ORE.

BECAUSE OF PROTESTS FROM SECRETARY OF INTERIOR SECRETARY OF AGRICULTURE DECLINES TO COOPERATE FROM ALLEN RANCH SOUTH AND IT IS REPORTED TO US THAT THERE IS REASONABLE PROSPECT OF THE IRRIGATION PROJECT BEING FINANCED STOP IT IS OPINION OF COMMISSION THAT CONTRACT FOR WHICH BIDS WERE RECEIVED IN FEBRUARY SHOULD BE HELD IN ABEYANCE FOR FURTHER CONSIDERATION WITH A VIEW TO MORE DEFINITE DETERMINATION OF PROBABLE OUTCOME OF IRRIGATION PROJECT PLANS AND NECESSITY FOR RELOCATION OUTSIDE OF RESERVOIR IF IT APPEARS JUSTIFIED AFTER FURTHER INVESTIGATION STOP WILL SUCH ACTION HAVE APPROVAL OF YOUR COURT STOP KINDLY WIRE REPLY FRIDAY IMPERIAL HOTEL

OREGON STATE HIGHWAY COMMISSION.

the fact that there is a scarcity of good reservoir sites in these regions, and recommended, as a matter of general policy, that roads be built around the reservoir sites, even if extra expense is involved.

In view of the points raised by the Secretary, and of the fact that the Irrigation District formally protested to the Oregon Highway Commission against the present construction of this project, the Bureau decided that it would not be advisable to approve the project on the present route.

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS,

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No.....

POST OFFICE BUILDING,
PORTLAND, OREG.

March 1, 1923.

Mr. Herbert Nunn,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

We are advised that the Project Statement for Oregon Federal aid project No. 87, has been disapproved by our Washington office, as to construction on its present routing through the reservoir site.

As we advised you at the last commission meeting, we felt that we were doubtful, as a matter of policy, whether a project crossing a reservoir site could be approved by the Secretary of Agriculture. Shortly after the project reached Washington, the Secretary of Agriculture received a letter from the Secretary of the Interior, giving the history of the Benham Falls project and of the preliminary work done by the Reclamation Service, including surveys, exploration of dam site, foundation, etc. The Secretary of the Interior pointed out the fact that there is a scarcity of good reservoir sites in these regions, and recommended, as a matter of general policy, that roads be built around the reservoir sites, even if extra expense is involved.

In view of the points raised by the Secretary, and of the fact that the Irrigation District formally protested to the Oregon Highway Commission against the present construction of this project, the Bureau decided that it would not be advisable to approve the project on the present route.

Should you decide to reconsider the project, and to build on the alternative location which does not cross the reservoir site, approval could be readily secured.

Very truly yours,

C. H. Purcell

District Engineer.

PRA

0987

Mr. C. W. Wanzer,
Division Engineer,
The Dalles, Oregon.

February 10, 1923.

PR 87-88-89

Dear Sir:

The Bureau of Public Roads has recommended that certain changes be made in the plans of construction for Federal aid projects #87, 88 and 89.

For your information in this connection, we are enclosing herewith three copies of the letter from the Bureau of Public Roads, and three copies of our reply thereto. Please see that your Resident Engineers are advised in regard to these proposed changes, and that no work is performed contrary to the recommendations of the Bureau of Public Roads, until we have their authority.

Very truly yours,

HERBERT HUNT
State Highway Engineer

Per

Office Engineer

HHP:HR

Enc.

BEND COMMERCIAL CLUB

BEND, OREGON

SECRETARY'S OFFICE

Feb. 2, 1923

RECEIVED
FEB 3 1923
STATE HIGHWAY COMMISSION

Mr. Herbert Nunn,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

We have just learned that Mr. Anderson, of Madras, has filed a protest against letting the contract for work on the Dalles-California Highway from the Allen Ranch to Paulina Prairie. This, as you will doubtless recognize at once, is that section of The Dalles-California running through the proposed Benham Falls Reservoir Site.

I am enclosing herewith a copy of letter addressed to the State Highway Commission and hope you will see to it personally that we get a reply should you know of your own knowledge that consideration will be given to this or other protests, in order that we may have a representative present at the meeting.

Very truly yours,

Bend Commercial Club

L. Antles,
Secretary

LA:NM

COPY

Feb 2, 1923

State Highway Commission,
Salem, Oregon.

Gentlemen:

We understand there has been filed with you a formal protest from Mr. Anderson, of the North Unit, against letting a contract from the Allen Ranch to Pauline Prairie on the Dalles-California Highway.

In view of the fact that a formal agreement was reached between our County Court and the attorney for the North Unit that no further opposition to the completion of the Dalles-California at that place would be made by the North Unit unless they had completed their financing by December 1, 1922, it would seem that they had hardly kept faith.

If you are going to give consideration to any protest against letting this contract at your next meeting will you please advise us by wire sothat we may have a representative present.

Very truly yours,

Bend Commercial Club

L. Antles,
Secretary

LA:RH

BEND COMMERCIAL CLUB

BEND, OREGON

SECRETARY'S OFFICE

Feb 2, 1923

FEB 3 1923
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission,
Salem, Oregon.

Gentlemen:

We understand there has been filed with you a formal protest from Mr. Anderson, of the North Unit, against letting a contract from the Allen Ranch to Paulina Prairie on the Dalles-California Highway.

In view of the fact that a formal agreement was reached between our County Court and the attorney for the North Unit that no further opposition to the completion of the Dalles-California at that place would be made by the North Unit unless they had completed their financing by December 1, 1922, it would seem that they had hardly kept faith.

If you are going to give consideration to any protest against letting this contract at your next meeting will you please advise us by wire sothat we may have a representative present.

Very truly yours,

Bend Commercial Club

L. Mitles,
Secretary

L.:NM

February 9, 1923.

Mr. C. H. Purcell,
District Engineer,
The Bureau of Public Roads,
Post Office Bldg.,
Portland, Oregon.

PR 87-88-89

Dear Sir:

Receipt is acknowledged of your letter of February 6th, recommending that certain changes be made in the plans for Federal Aid Projects #87, 88 and 89.

In connection with Federal Aid Project #87, you call attention to a hump in the grade line between stations 52 and 65, and suggest that this be eliminated by taking a cut of about six feet at the highest point.

We will be willing to make such change at this point as your Bureau may recommend, but we ask that further study be made of the situation at this point before your final decision is made. We have intentionally laid the grade line over this hump, rather than through it, as any cut which is made at this point will in all probability be blocked with snow at times when the balance of the road is open to traffic. We believe that in connection with this particular project, snow conditions are a very important factor, and that a variation in grade line such as occurs between stations 52 and 65 is warranted in order to avoid a cut.

The conditions which apply between stations 52 and 65 apply also between stations 156 and 172, where another grade change which would involve a cut is recommended. We suggest that instead of lowering the grade at station 159, the grade at this point be improved by holding the grade higher on each side, thus eliminating the sag, and giving more gradual approaches to the high point. We are willing to accept your recommendations in this matter after you have had an opportunity to make further investigation.

In connection with Federal Aid Project #88, you call attention to the fact that no rip rap is called for by the plans to be used at the Tygh Creek and the White River crossings, and that no provision is made for the lengthening of an existing reinforced concrete box culvert at station 622/30.

These features will be taken care of to your satisfaction, the work being handled either on a force account basis or at unit prices to be agreed

upon with the contractor.

Your recommendation that the 12' wood span contemplated by the plans to be constructed at station 656/80 of Federal Aid Project #89, is accepted as outlined in our letter of February 8th.

We trust that the above will enable you to forward with your approval, the plans submitted for projects #87, 88 and 89.

Very truly yours,

HERBERT HUNT
State Highway Engineer

By

Office Engineer.

BHP:HH

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS.
DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No.------

RECEIVED
FEB 9 1923
DIRECTOR
STATE

POST OFFICE BUILDING,
PORTLAND, OREG.

February 6, 1923.

Mr. Herbert Nunn,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Plans for Federal aid projects 87, 88 and 89 have been received in this office, and appear satisfactory with the following exceptions:

F. A. 87 (Allen Ranch)

1. Between Sta. 52 and Sta. 65 the plan and profile show a grader work section over a ridge, making an unsightly hump in the grade line. However, the cross-section sheets show a thorough cut of about six feet at the highest point. We believe that the grade indicated by the cross sections should be used, and the hump in grade line eliminated.

Hold up account Swamp condition

2. The profile shows a sag in the grade between Stations 156 and 172. It is recommended that the grade at Station 159 be lowered about three feet, and raised about three feet at Station 168, running a straight grade from Sta. 156 to 171+50.

Will improve grade but do not like to lower grade in cut.

F. A. 88. (Tygh Valley)

1. The estimate does not include rip rap, which will be necessary at Tygh Creek and probably at White river. This can be covered in the estimate for the Project Agreement.

Will give amount Rip Rap

2. There is a box culvert in place at Sta. 622+30, which will have to be lengthened. No Mention is made of this work on the plans, or in the special provisions. However, you have a price on concrete and any extra work involved in removing existing end walls can be handled on a force account basis.

Will lengthen as required

F. A. 89 (Tyzgh Bridge)

At Station 666+50 the plans show a 12-foot timber span. Unless you are able to show some economic reason for a temporary structure at this point, we believe that a concrete slab bridge or other permanent structure should be provided.

This has been taken care of

As there is not time to make any changes in the plans before the opening of bids, we would like to have you send us a letter agreeing to the suggested changes if, upon investigation, you find them to be feasible.

Very truly yours,

C. H. Purcell

District Engineer.

Mr. Robert B. Gould,
County Engineer,
Bend, Oregon.

February 2nd, 1923.

PR #87

Dear Sir:

In accordance with your letter of January 31st, we are today mailing to County Judge R. W. Sawyer the plans and specifications for the grading of Unit #1 of the Allen Ranch-Klamath County Line Section. Bids upon this project are to be received by the State Highway Commission on February 7th in Portland.

The State Highway Commission does not require that a County submit a certified check with a proposal to do construction work, but it does require that a County furnish a construction bond the same as is required of private individuals or corporations. The Commission has been favorable, however, to accepting personal surety upon contracts awarded to Counties.

I take this opportunity to call your attention to the fact that on October 20th, 1922 we wrote to you requesting that you return to us certain maps and profiles belonging to this Department, which we have reason to believe are in your possession. We would be very much pleased to have a reply to this letter, a copy of which is enclosed herewith.

Very truly yours,

HERBERT HUNT
State Highway Engineer

By

Office Engineer

SHP:ER

enc.

CC to R. W. Sawyer,
County Judge,
Bend, Oregon.

ROBERT B. GOULD
CIVIL ENGINEER
BEND, OREGON

ESTIMATES
REPORTS
LAND SURVEYS
TOWNSITE PLATS

Bend, Ore.,

Jan. 31, 1923.

RECEIVED
FEB 2 1923
OREGON
STATE HIGHWAY COMMISSION

Herbert Nunn, State Highway Engineer,
Salem, Ore.

Dear sir,

Will you kindly forward profile, specifications and blank proposal of the work to be let on the Dalles-California Highway, Allen Ranch to Klamath County Section, Unit 1, to R. W. Sawyer, County Judge of Deschutes County at Bend, Ore., as soon as possible. If there is a charge for furnishing the same, please wire Judge Sawyer, who will advance the fee by wire to you, or preferable bill Deschutes County for same.

Will you further advise Judge Sawyer relative to the requirements of supplying certified check and furnishing a bond in the case of a county undertaking contract on highway work.

Yours very truly,

DESCHUTES COUNTY.
By Robert B. Gould.
Engineer.

ANSWERED
S. H. Probert

MAILED AT SALEM
FEB 2 1923
STATE HIGHWAY COMMISSION

January 31, 1928

To the Members of the Highway Commission.

Dear Sirs:

I am attaching hereto a copy of a letter received from the Secretary of the Jefferson Water Conservancy District. This refers to the construction to the Denham Falls Reservoir site on the Allen Ranch South Section, and the telegram referred to is the same telegram of which I sent you a copy a few days ago.

I inquired from the State Engineer today if there was any new developments and he said that the Board of Directors of the District had been in Portland all week conferring with John L. Ethridge of Morris Brothers Corporation, and that there was a possibility of the sale of the bonds being made. An agreement had been drawn but had not yet been signed. He stated that, of course, negotiations had reached the same stage several times before but has always previously failed of accomplishment, so that he was not over enthusiastic about it.

Very truly yours,

Secretary.

RAK:EH
1 Encl.

JEFFERSON WATER CONSERVANCY DISTRICT

REFERRED TO
OAK
BY H. N.

Madras, Oregon, Jan. 29, 1923.

State Highway Commission,
Salem, Oregon.

Dear Sirs:-

Last Saturday while in Portland with my Board of Directors I sent you the following night letter:

> Portland, Oregon,
> Jan. 27, 1923.
> State Highway Commission,
> Salem, Oregon.
> Phone message by Wonzer to our attorney Wallace referred to our Board requesting we wire you withdrawing our opposition to construction of Dalles-California Highway through Benham Falls Reservoir site. Stop. We wish to renew our former protest with all possible emphasis as we have assurances of finances for construction.
>
> Jefferson Water Conservancy District
> A. D. Anderson, Secretary.

Work cannot be successfully ~~be~~ carried on there at this time of year and in view of the assurances which we have for finances for the construction of our project it will mean a waste of money if you go ahead with construction of the highway through our reservoir site and we trust you will not do so. We are

Yours truly

Jefferson Water Conservancy District

By A. D. Anderson,

Secretary.

The Bureau of Public Roads,
Post Office Building,
Portland, Oregon.

January 30, 1923.

PR - 87

Gentlemen:

Herewith we are enclosing six copies of estimate and four copies of special provisions for Unit #1, Allen's Ranch-Klamath County line section, Oregon Project #87. Four blue print sets of plans and one blue print set of cross sections are being forwarded to you under separate cover. You will note

You will note that no analysis of the estimated surfacing price has been supplied. This is occasioned by the fact that investigation of the surfacing resources on the section has not yet been carried out. We quote you, herewith, an extract from a letter from Division Engineer, C. W. Wanser, relative to this matter.

"I recommend that only the grading of Unit 1 be put up for construction at this time, and that we hold up the surfacing contracts on both Unit 1 and Unit 2 until the completion of the grading of Unit 1, after which the surfacing for both units can be advertised as one job. Our reason for making this recommendation is that more time is needed to develop suitable sources of surfacing materials. It is thought that while Unit No. 1 is being graded the Resident Engineer on the job will have plenty of time to prospect for surfacing materials."

Very truly yours,

HERBERT HUNT
State Highway Engineer

Per

Office Engineer

Dict. by J. W. De Souza

ER

enc.

Oregon State Highway Department — Project No. 87

Unit 1, Allens Ranch-Klamath County Line Section of The Dalles-California Highway in Deschutes County.

(Estimate with plans--Not as basis for project agreement)

Salem, Oregon, January 20, 1923.

All Required	Clearing and Grubbing		$ 5,000.00
42,000 Cu. Yds.	Excavation, Single Classification	.45	18,900.00
2.32 Miles	Gradework	300.00	696.00
1,000 Sta. Yds.	Overhaul	.05	50.00
570 Lin. Ft.	12" Culvert Pipe	1.60	912.00
90 " "	18" " "	3.00	270.00
150 " "	24" " "	4.00	600.00
5 M-FBM	Lumber and Timber	75.00	375.00
3 Cu. Yds.	Class "B" Concrete	35.00	105.00
17,500 " "	Surfacing	2.50	43,750.00
2,000 " "	Filler	.80	1,600.00
	Sub-total		74,658.00
	10% Engr. & Cont.		7,465.80
			$ 82,123.80

Length of project 8.0 miles

Cost per mile $10,265.47

State funds available $80,123.80

Federal aid requested 2,000.00

$82,123.80

BROKEN STONE OR GRAVEL SURFACING

Preparation of Subgrade:

Before spreading the surfacing materials, the contractor shall, by means of blades, graders, fresnoes, or other suitable equipment, shape up the roadbed, bringing same to uniform crown and grade, with a surface free from ruts, humps and depressions.

The subgrade shall be prepared only a short distance ahead of the surfacing operations, and after having once been prepared, shall be maintained true to crown, grade, and uniform surface until covered.

In no event shall any surfacing materials be placed upon any section of the subgrade which is not, in the opinion of the Engineer, in a condition suitable and satisfactory for surfacing.

Width, Thickness and Number of Courses:

The surfacing shall, in general, be constructed to the width, thickness and cross-section indicated on the plans, or on the typical cross-section sheet attached hereto. These features shall, however, be subject to such reasonable variation as the Engineer may order, to properly take care of varying character of subgrade and other un-uniform conditions that may exist or that may be encountered during the progress of the work.

Materials:

Materials for surfacing shall be sound, tough and durable broken stone or gravel. It shall be free from soft or disintegrated particles, clay, loam and other objectionable matter.

Contractor to Acquire and Develop Sources of Material:

The contractor shall acquire and develop such sources of material as are required for the prosecution of the work. He shall pay all royalties, shall remove overburden, shall provide hauling roads, and shall bear all expense incidental to the securing, furnishing and delivering upon the work of all surfacing materials required.

In case the contractor is unable to make arrangements for the taking of materials from the available sources without compliance to unreasonable restrictions or the payment of exhorbitant royalties, the State Highway Commission, at

the contractor's written request, will institute condemnation proceedings, or take such other steps as may seem advisable for the securing of materials from the particular source, or sources involved.

It is understood that the contractor will bear all expense of the condemnation proceedings, and all other expense to which the State Highway Commission may be put, and will pay such royalty costs or other consideration as the Court may award, or as may be otherwise fixed.

Sizes of Materials:

Base course materials shall all pass a screen having one and one-half (1½) inch circular openings. It shall contain not more than fifty (50) per cent of material passing a three-quarter (3/4) inch circular opening, nor more than twenty-five (25) per cent of material passing a one-quarter (1/4) inch square opening. It need not contain any material passing a three-quarter (3/4) inch circular opening, but it shall be well graded from the maximum one and one-half (1½) inch size to its minimum size of three-quarters (3/4) inch or below.

Top course materials shall all pass a screen having three-quarter (3/4) inch circular openings and shall contain not to exceed thirty-five (35) per cent of material passing a one-quarter (1/4) inch square opening. It shall be well graded from the maximum three-quarter (3/4) inch size to dust.

Means to Prevent Separation of Fine from Coarse Materials:

In the handling of materials, the contractor shall use means which will prevent, as far as possible, a separation of the fine from the coarse materials. As far as possible, materials in being transferred into stock piles, bins, or vehicles shall be dropped vertically.

Hauling:

To assist in the compacting of surfacing materials, the contractor will be required to do his hauling, as far as practicable, over the surfacing, as it is placed. The construction of surfacing shall in all cases begin at the point nearest the point of loading materials and shall progress away from that point. The base course shall at all times be in place at least one mile in advance of the top course.

Dragging:

The contractor shall do such blading and dragging of both the base and top courses as may be necessary to bring them to a uniform grade and crown with a smooth and even surface, and as may be necessary to maintain them free from ruts and true to the crown, grade and surface to which they are first constructed. They shall be so maintained until covered, or until all surfacing to be constructed under the contract is completed.

Sprinkling or Rolling:

If, in the opinion of the Engineer, the surfacing materials should be sprinkled or rolled during the course of construction, the sprinkling or rolling shall be done by the contractor and paid for as "extra work", or shall be done by state forces, without cost to the contractor.

Finishing Shoulders and Cleaning Ditches:

After the surfacing has been placed and compacted, the earth shoulders shall be leveled down and the entire roadbed, inclusive of ditches, trimmed up so as to provide a uniformly crowned and well drained cross-section, as indicated on the plans. All excess excavated materials and all loose stones and rock fragments that may be dragged to the surface shall be deposited on the sides of embankments or otherwise disposed of to the satisfaction of the Engineer.

Measurement and Payment:

Payment for the construction of surfacing as above specified shall be made at the prices bid per cubic yard for surfacing of the particular kinds and classes included among the bid items. The quantity of any kind or class of material to be paid for shall be the number of cubic yards of that kind or class of material furnished, delivered and incorporated in the work. Measurement shall be loose measure aboard trucks or other conveyances at the point of their loading.

The unit price bid shall be understood to cover preparation of subgrade, the furnishing, screening, crushing, hauling, spreading and compacting of materials, the trimming of shoulders, the cleaning out of ditches, and all other work involved in the construction of the finished surfacing at the grad grade and to the cross-section indicated on the plans, and in accordance with these provisions.

FILLER

Where the engineer so directs, there shall be added to and incorpora ted with the surfacing materials, a "filler" of sand, loam or other suitable material. Materials for this purpose shall be obtained from such sources as the Engineer may select, and shall be dry and finely pulverized.

The course of surfacing in connection with which the filler is to be used, shall, immediately before the application of the filler, be shaped up and brought to uniform crown, cross section and grade, free from all ruts and inequalities. The filler shall then be spread uniformly over the course of surfacing, the spreading to be done by hand from piles of filler material dumped at convenient intervals alongside the work. The quantity of filler to be used shall be as the engineer may order.

In no case shall filler material be obtained from embankment shoulders, or slopes, and when filler material is obtained from within the right-of-way limits, the excavation therefor shall be left neatly trimmed and properly drained.

Filler shall be paid for at the price bid per cubic yard, loose measure, for that item. This price shall be understood to include and cover the excavation, hauling, and spreading of the filler material and the incorporation of same with the surfacing materials in accordance with these specifications; provided, however, that for such filler material as must be hauled more than five hundred (500) feet the contractor will be paid in addition to his bid price for filler a price for "filler-haul" of twenty-five (25) cents per cubic yard for each mile, or fraction thereof, of haul in excess of five hundred (500) feet.

When filler materials are obtained and hauled in such manner as to be not susceptible of accurate measurement, the quantity to be paid for shall be estimated by the engineer in such manner as appears to him to be most equitable.

6-10-22

January 29, 1923

To the Members of the Highway Commission.

Gentlemen:

As you will recall, we submitted the Allen Ranch-South Section of the Dalles-California Highway in Deschutes County, to the Bureau of Public Roads as a Federal Aid project.

The Bureau has made an investigation of the project and their representative said that the project was satisfactory, provided assurances could be given that the irrigation district had abandoned their plans. We referred the matter to Judge Wallace for a written statement and have received the following in reply, which is forwarded to you for your information:

"Phone message by Wenzer to our attorney Wallace referred to our board requesting we wire you withdrawing our opposition to construction of Dalles-California Highway through Benham Falls Reservoir site STOP We wish to renew our former protest with all possible emphasis as we have assurances of finances for construction.

Jefferson Water Conservancy District

A. D. Anderson, Secy."

Unless their stand is modified it is very doubtful if we can get Federal Aid on this project.

Very truly yours,

Secretary.

R:K:LM

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Form 1204

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT 437 State St., Salem, Ore.

B96POBU 54 NL 4 EXTRA

PORTLAND ORG JAN 27 1923

STATE HIGHWAY COMMISSION 575 Center

91 SALEM ORG

PHONE MESSAGE BY WANZER TO OUR ATTORNEY WALLACE REFERRED TO OUR BOARD REQUESTING WE WIRE YOU WITHDRAWING OUR OPPOSITION TO CONSTRUCTION OF DALLES CALIFORNIA HIGHWAY THROUGH BENHAM FALLS RESERVOIR SITE STOP WE WISH TO RENEW OUR FORMER PROTEST WITH ALL POSSIBLE EMPHASIS AS WE HAVE ASSURANCES OF FINANCES FOR CONSTRUCTION

JEFFERSON WATER CONSERVANCY DISTRICT

A D ANDERSON SEC Y

1032A

State Highway Engineer

By

Office Engineer

SHP:

Mr. C. H. Purcell, District Engineer for
The Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

January 27, 1923.

PR #87

Dear Sir:

In reply to an inquiry from your Mr. Morris in regard to the type of structure proposed to be built over Paulina Creek on Federal Aid Project # 87 , we have to advise that we propose to use a standard 19' wood bridge at this point.

In view of the fact that the quantities involved in the construction of this bridge are very small, we have not considered it necessary to include it in the project statement estimate. Its construction, however, is included under the grading contract upon which bids are now being called for, and the quantities will be included in the estimate of quantities which will accompany the plans.

Very truly yours,

HERBERT NUNN
State Highway Engineer

By

Office Engineer

SHP:MR

January 25th, 1923.

U. S. Bureau of Public Roads,
Post Office Building,
Portland, Oregon.

PR #87

Attention Mr. Morris

Gentlemen:

When you were in the office early this afternoon, you made inquiry as to the elevation of the flow line in the proposed Benham Falls Reservoir, which proposed reservoir overlaps the right-of-way for Federal Aid Project. #87

We are informed by the State Engineer that this elevation is 4.212, based upon U. S. C. S. datum.

Very truly yours,

HERBERT NUNN
State Highway Engineer

By

Office Engineer.

SHP:AP

6S 6S

REFERRED TO
OPAK

9PA - Right of Way.
File 9.

The Dalles, Ore., Jan. 26, 1923.

PR #87

The Hon. R. W. Sawyer,
County Judge of Deschutes County,
Bend, Oregon.

Dear Sir:

In regard to the right of way of the Allen's Ranch-Klamath County Line section, more particularly from Station 0/00, at Allen's Ranch, 18 miles south of Bend, south eight miles to Station 422/40, I tried to get you over the phone today, but was informed that you were out of town for a few days. Please be advised that I have received word from the Salem office that they desire no question in regard to the right of way of this proposed improvement to be left unsettled, they desiring that all right of way should be procured prior to the letting of the contract so that no delays, or damages might accrue from the fact that all right of way questions were not settled. For your information, I believe they have on file in the Salem office a letter from Mr. Percy Cupper, State Engineer, that all lands within the proposed reservoir site had been withdrawn, and for that reason probably the right of way will have to be secured. This is for your information, and should be looked into very carefully.

I would suggest that you write immediately to Mr. R. A. Klein, Secretary of the Highway Commission, as to whether you have procured all the right of way, and if you have not procured the same, that you inform him as to the status, and what you propose to do. This matter is urgent, and prompt attention to the same may possibly avoid holding up of the letting of this contract at this next meeting. A copy of your reply to Mr. Klein would be appreciated.

Yours very truly,

JAN 27 1923

C. W. Wanzer,
Division Engineer.

CWW:kl

cc. Mr. R. A. Klein.

STATE Oregon

PROJECT NO. 87
(Not to be filled in.)

FORM P R 1
BUREAU OF PUBLIC ROADS
U. S. DEPT. OF AGR.

PROJECT STATEMENT

AS REQUIRED BY

FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916, AND AMENDED BY ACT APPROVED FEBRUARY 28, 1919.

(Date) January 5, 1922.

THE SECRETARY OF AGRICULTURE,
Washington, D. C

SIR:

The State of Oregon, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat. 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder,

does hereby submit by its State Highway Commission constituting the State Highway Department of said State, this project statement for the rural post road herein described, which it is proposed to construct under the provisions of said Act and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Act. The work

will be done under the direct supervision of the State Highway Department under authority of Chapter 31, Laws of 1921
(Cite statutes and resolutions or orders giving Highway Department jurisdiction.)
, in strict conformity to the provisions of the said Act and to said Rules and Regulations. After construction of the said road it will be properly maintained by State Highway Department assumes responsibility for maintenance

1. Local name of road Unit 1, Allen Ranch-Klamath County Line Section
2. Located between Allen Ranch and Lapine, County of Deschutes
3. Points of beginning and ending Sta 0/00 at Allens Ranch to Sta 422/40 approx. 6 miles north of Lapine.
4. Length in miles (gross) 8.0 (net) 8.0

NOTE.—In preparing the Project Statement attention is directed to the Rules and Regulations. In all cases a sketch plan shall accompany statement.

9—4356

5. Miles of project used as post route _____; miles not used as post route _____

6. If a major portion of the project is not a post route, or if the project is not a "connecting link," give the facts showing the general status along the entire project as follows: Whether the country is thickly or sparsely settled; if the latter, the probability of increased settlement; the purposes for which the contiguous lands are used, their fertility and general character; whether desired for and capable of more intensive development; and such further facts as will tend to show the general character of the community in which the road is located and the need for and desirability of constructing or improving the same.

(Use additional sheets, if necessary, and indicate the sections referred to by same letters as on sketch map.)

7. Places on the project having a population of 2,500 or more as shown by the latest Federal census and mileage of each [redacted]

8. Tolls collected on roads or bridges on this project, if any [redacted]

9. Is project part of State's five-year program heretofore submitted? No

10. Purpose project will serve and relation it bears to the road system of the State. (See Reg. 3, Sec. 1, and Reg. 4, Sec. 1.) Portion of The Dalles-California Secondary Federal Aid System.

11. Improved roads adjacent or contiguous and type of each Surfaced road on north. Standard graded roadbed on south.

(Give distinguishing marks to identify on sketch map.)

12. Through traffic, approximate average daily number of (*a*) trucks 2, (*b*) passenger motor vehicles 45, and (*c*) horse-drawn vehicles 1

13. Local traffic, approximate average daily number of (*a*) trucks _____, (*b*) passenger motor vehicles _____, and (*c*) horse-drawn vehicles _____

14. Description and present condition of traveled way unimproved earth road.

15. Proposed width of surfacing 18; feet between ditches 22'; approximate maximum gradient 8 per cent.

16. Proposed type of construction Grading and surfacing

17. Location, nature, and extent of deposits of local materials suitable for use on this project

Gravel available in Paulina Creek. Has not been finally investigated.

(Where practicable show by distinguishing marks on sketch map.)

18. Location and length of each bridge to be built or rebuilt requiring a length of more than 20 feet

None

(Designate each by the same distinguishing marks as on sketch map.)

19. State's share of cost of construction will be provided by State

(State or (and) county.)

20. Amount of funds which are / will be available for construction: (a) State $70,473.50 and any additional amounts required. Sale of bonds authorized.

(Amount.) (Source; refer to statute.)

(b) County

(Amount.) (Source; refer to statute.)

21. Funds for maintenance to be provided by State

(State or (and) county.)

RESOLUTION

In view of the fact that the State Highway Commission was authorized by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways;

IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 237 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties for which a suitable contract will be entered into, will be sufficient to maintain all state roads constructed by the State Highway Commission or jointly by the Commission and the Federal Department of Agriculture, as provided for in the Federal Aid Road Act; and

BE IT RESOLVED, that the state assumes responsibility to the Federal Government for the proper maintenance of all highways constructed in cooperation with the Federal Government under any federal act providing for cooperative road construction, the state to make whatever arrangements with the various counties it may deem necessary to meet this obligation in accordance with the laws of the State of Oregon and the Federal Aid Road Act, and any other Federal Law that may have been, or may be, enacted to further road improvement in the State of Oregon.

19. State's share of cost of construction will be provided by State
(State or (and) county.)

20. Amount of funds which are / will be available for construction: (a) State $70,473.50 and any additional amounts required. Sale of bonds authorized.
(Amount.) (Source; refer to statute.)

(b) County
(Amount.) (Source; refer to statute.)

21. Funds for maintenance to be provided by State
(State or (and) county.)

RESOLUTION

In view of the fact that the State Highway Commission was authorized by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways;

IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 237 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties for which a suitable contract will be entered into, will be sufficient to maintain all state roads constructed by the State Highway Commission or jointly by the Commission and the Federal Department of Agriculture, as provided for in the Federal Aid Road Act; and

BE IT RESOLVED, that the state assumes responsibility to the Federal Government for the proper maintenance of all highways constructed in cooperation with the Federal Government under any federal act providing for cooperative road construction, the state to make whatever arrangements with the various counties it may deem necessary to meet this obligation in accordance with the laws of the State of Oregon and the Federal Aid Road Act, and any other Federal Law that may have been, or may be, enacted to further road improvement in the State of Oregon.

I, Roy A. Klein, duly appointed Secretary for the Oregon State Highway Commission, hereby certify that the above resolution was unanimously adopted by the Oregon State Highway Commission, at its regular meeting held at Salem, Oregon, on August 7, 1917, all members being present and voting, and at a special meeting held in Portland on September 25, 1917, a majority being present and voting, when an amendment was made to the original resolution to make it read as above.

Roy A. Klein

Secretary.

22. List of certified copies of resolutions or orders, if any, at... Department respecting the State funds which are or will be available for construction.....

23. List of attached or previously submitted certified copies of resolutions or orders by the county or other local subdivision of the State respecting the funds which are or will be available for construction and maintenance. (See Sec. 5, Reg. 4).....

24. List of forms of the contract and of the contractor's bond attached hereto or previously submitted and proposed to be used in connection with this project State Highway Department standard forms of contract and bond.

25. Reconnaissance estimate of cost of project:

Made by _____ Date _____, 19____

Approximate Quantity.	Unit.	Item.	Price.		Amount.	
	Cu. yds.	Excavation, ____% rock				
	Sq. yds.	Surfacing of				
All Required		Clearing and Grubbing			4,000	00
40,500	cu. yds	Common Excavation		55	14,175	00
2.32	miles	Gradework	500	00	1,160	00
570	lin. ft.	12" Pipe	1	50	855	00
90	" "	18" "	3	00	270	00
		Structures of 20′ span or under				
		Structures over 20′ span				
		Other items				
150	lin. ft.	24" Pipe	4	50	675	00
17,500	cu. yds	Surfacing	2	50	43,750	00
2,000	cu. yds	Filler		50	1,000	00
				Subtotal	65,685	00
				10% Engineering and Contingencies	6,568	50
				Total	72,473	50

Length, 8.0 miles.

Cost, $ 9,059.18 per mile.

This estimate approved by:

(Title) Office Engineer

26. Amount of Federal aid desired $ 2,000.00 (State in lump sum or percentage, but not both.)

S—4256

27. Payment desired on completion or as work progresses. As work progresses

28. Official, officials, or depository authorized by State law to receive public funds of the State or county and designated by the State Highway Department to receive Federal funds for this project. Treasurer of the State of Oregon, Salem, Oregon.

29. Additional remarks

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

Oregon State Highway Commission.
(Official title of Highway Department.)

By

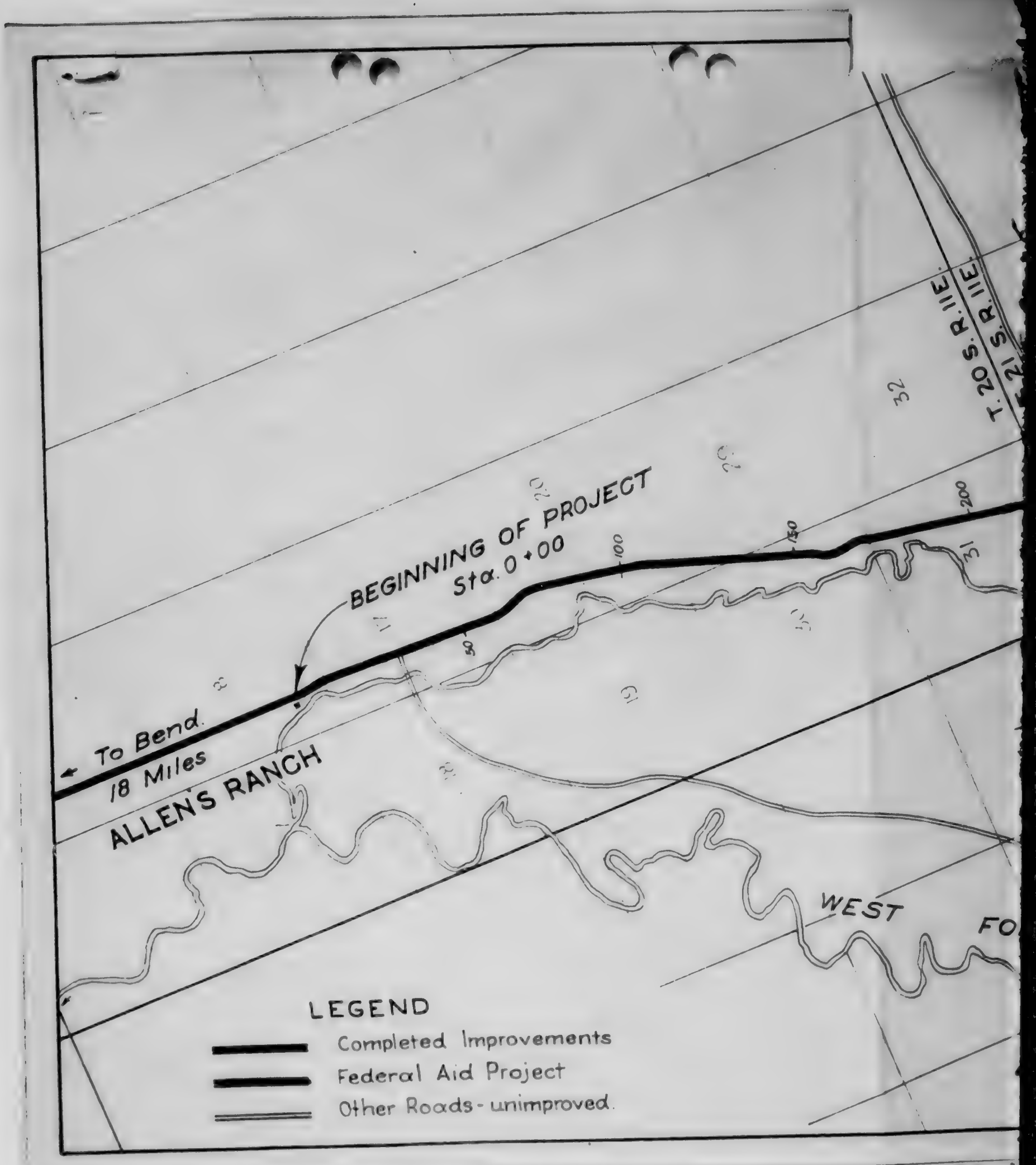
Chairman
(Title of officer.)

By

Commissioner
(Title of officer.)

By

Commissioner
(Title of officer.)


T. 20 S. R. 11 E.
T. 21 S. R. 11 E.
BEGINNING OF PROJECT
Sta. 0+00
To Bend.
18 Miles
ALLEN'S RANCH
WEST
LEGEND
Completed Improvements
Federal Aid Project
Other Roads - unimproved.

T. 20 S. R. 11 E.

T. 21 S. R. 11 E.

To Paulina Buttes

Paulina Creek

END OF PRO
Sta 422+

DESCHUTES

EST FORK

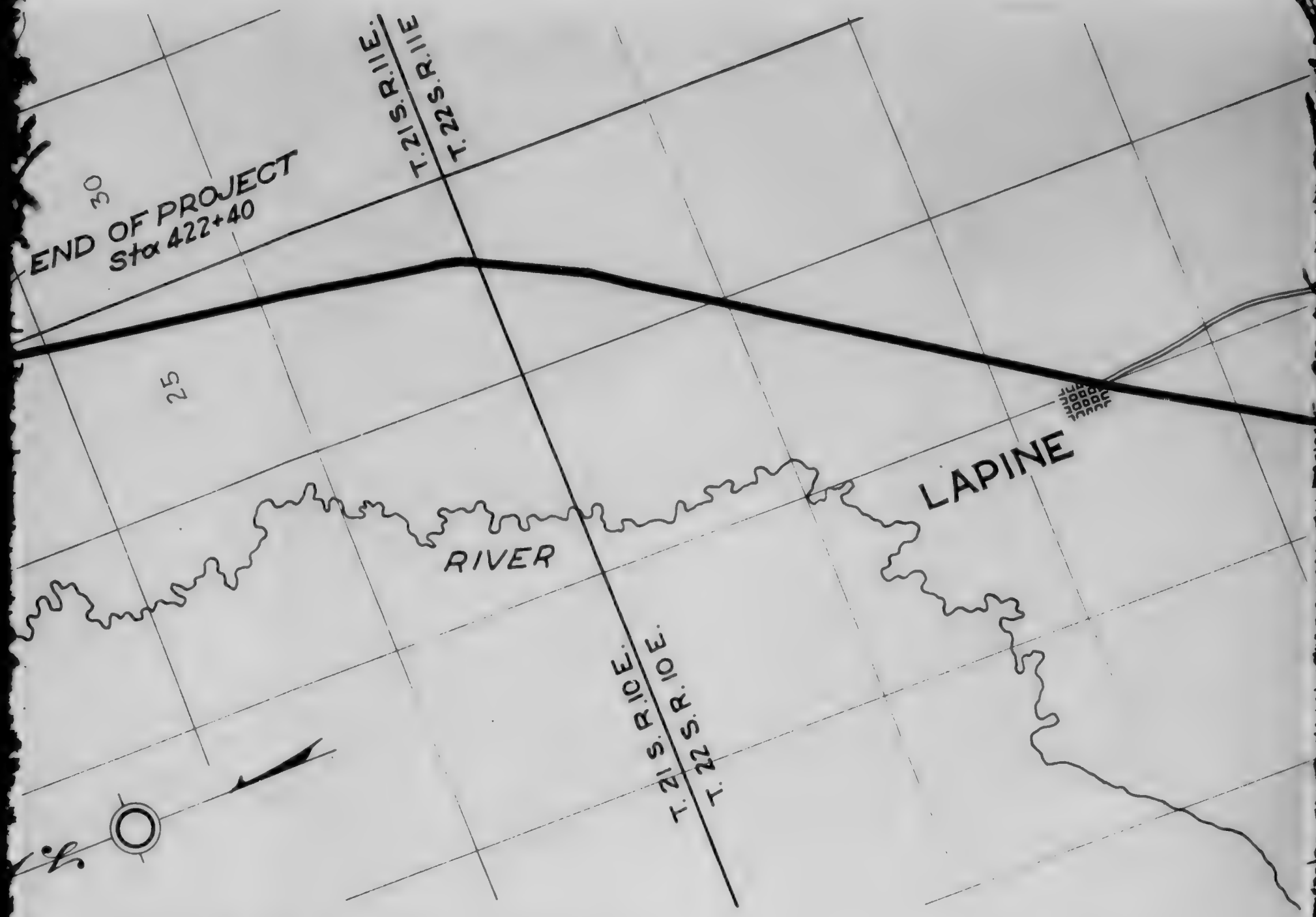
OREGON

OREGON PRO

THE DALL

UNIT NO. 1 ALLEN'S

Scale 1½ in = 1 Mile



OREGON STATE HIGHWAY DEPARTMENT

SKETCH MAP ACCOMPANYING

ON PROJECT STATEMENT NO. 87

THE DALLES - CALIFORNIA HIGHWAY

ALLEN'S RANCH-KLAMATH CO. LINE SECTION

1" = 1 Mile

Jan. 1923

To Klamath Falls
T. 22 S. R. 10 E.
T. 23 S. R. 10 E.
DESCHUTES
KLAMATH
CO.
CO.

CONTRACT #632,

SEE:

CONTRACT #607

CONTRACT #632,

SEE:

CONTRACT #630

32 SEE: Contract 30

CONTRACT #638,
639,

PR 90 Grass Valley-Kent 1923-1924

638, 639

PR-90

Aug. 11, 1924.

Warren Construction Company,
1100 Yeon Bldg.,
Portland, Oregon.

Attention Mr. Graham Steel, Treasurer

Dear Sir:

In reply to your letter of the 9th instant, making inquiry as to whether or not final payment has been made to Bauers & Bauers in connection with their contract for the construction of the Grass Valley-Sherman County Line work, will say that this work involved two contracts, both of which have been completed, and final payment made.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Chief Clerk.

HBG:RR

PR-90

Aug. 11, 1924.

Warren Construction Company,
1100 Yeon Bldg.,
Portland, Oregon.

Attention Mr. Graham Steel, Treasurer

Dear Sir:

In reply to your letter of the 9th instant, making inquiry as to whether or not final payment has been made to Bauers & Bauers in connection with their contract for the construction of the Grass Valley-Sherman County Line work, will say that this work involved two contracts, both of which have been completed, and final payment made.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Chief Clerk.

HBG:ER

MEMBERS
ASSOCIATED GENERAL CONTRACTORS
OF AMERICA

Warren Construction Company

1100 Yeon Building

Portland, Oregon

August 9, 1924.

Mr. Carl Smith, Auditor,
State Highway Commission,
Salem, Oregon.

Dear Sir:

May we request information from you as to whether Bauers & Bauers have received a warrant for their final estimate on a job which they completed for the State Highway Commission either last year or this Spring, between Grass Valley and the Sherman County Line.

We will appreciate any information you can give us in this regard.

Yes June 16

Very truly yours,

WARREN CONSTRUCTION COMPANY,

By Graham Steel,

Treasurer.

GS:K

H. B. G.

GG-90

July 22, 1924.

Aetna Casualty & Surety Company,
c/o Bates, Lively & Pearson, Agents,
300-309 Yeon Building,
Portland, Oregon.

Attention Mr. G. A. Mercer, Adjuster.

Gentlemen:

Receipt is acknowledged of your letter of the 21st inst. enclosing release of the claim of the Kent Garage against Davis & Daley and Bauers & Bauers for labor and material furnished in the construction of the Cross Valley Section of the Sherman Highway.

We are pleased to note that this claim has been satisfactorily adjusted and are making note of it in our records.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

ACCIDENT AND LIABILITY DEPARTMENT
ÆTNA LIFE INSURANCE COMPANY
THE
ÆTNA CASUALTY AND SURETY COMPANY
AUTOMOBILE INSURANCE COMPANY
OF HARTFORD, CONNECTICUT
MORGAN B. BRAINARD, PRESIDENT.

McCARGAR, BATES & LIVELY,
GENERAL AGENTS,
YEON BUILDING.
GEORGE A. MERCER, ADJUSTER.

PORTLAND, ORE., July 21, 1924.

Oregon State Highway Commission,
State House,
Salem, Oregon.

Gentlemen:

I am inclosing herewith a release of the claim of the Kent Garage against Davis & Daly and Bauers & Bauers for labor and material furnished in the construction of the Grass Valley Section of the Sherman Highway in Sherman County, Oregon.

I believe this claim was filed with you by the Kent Garage or at least some correspondence was had between yourself and the Kent Garage.

Will you kindly correct your records to show that this claim has been satisfied.

Very truly yours,

G.A.Mercer, Adjuster.

By J.B. Routz.

JBP/S
enc.

PR-90

R E L E A S E

Portland, Ore.
July 15, 1924

Received of Bauers and Bauers, the sum of One Hundred Thirty Five and NO/100 in full settlement of all claim or claims against Bauers and Bauers; Davis and Daley and the Aetna Casualty and Surety Company, for all work and labor and material furnished for the construction of the Grass Valley section of the Sherman Highway in Sherman County Oregon.

Kent Garage
By Frank Haynes

PR-90

June 27, 1924.

Mr. Geo. L. Kingsbury,
715 5th Street,
Kelso, Washington.

Dear Sir:

Your letter of the 20th inst. addressed to the State Engineer concerning your claim against Davis & Daley, has been forwarded to this office for reply.

Our records show that your claim of $431.95 was filed in this office some time ago. Whether or not you filed your claim with the Secretary of State as provided by Section 2991, Laws of Oregon, is not known but we would suggest that you do so in the event that it is your desire to hold the surety company responsible for the claim as well as Bauers & Bauers. We are not advised as to the number of creditors Davis & Daley had in connection with this work neither are we advised when claims against the contract will be paid nor the amount which will be paid. This information you can probably obtain from the surety company or from Bauers & Bauers, the original contractors.

In connection with this contract, as is the case with all state highway contracts, the original contractor is required to furnish a bond for the protection of all labor and material claims against the work. In this instance Bauers & Bauers furnished a bond, the surety on which is the Aetna Casualty & Surety Company for whom Bates, Lively & Pearson are local agents. Their address is Yeon Building, Portland, Oregon. We would suggest that you file your claim with the surety company and it is likely that you will be able to obtain satisfaction from them. If you do not obtain satisfaction from them or from Bauers & Bauers, with whom you should also file your claim, then you have recourse to action in the courts as provided by law.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

PURCHASING AGENT

Respectfully referred to Highway Dept.

G. LINCOLN KINGSBURY

CONSTRUCTION SUPERINTENDENT

AUBURN, WASHINGTON

6/20, 1924

STATE ENGINEER
RECEIVED
JUN 26 1924
SALEM, OREGON

State Engineer
Salem, Oreg.

Dear Sir:-

Will you please state the ammount there will be due on the claim of G.L. Kingsbury of Rock Creek Oregon.

I furnished hay to Davis and Daley at Kent, Oregon. The claim was for $431.75 and was filed against the work which Bauers & Bowes had from Grass Valley south last year.

At what time will this claim be paid and what will be the ammount of my claim in proportion with the other Creditors

Sincerely yours

Address. Geo. L. Kingsbury
Kelso, Wash.
715 5th street

ANSWERED
H. B. G.

AQ 910

June 25, 1924.

Bates, Lively & Pearson,
General Insurance Agents,
300-309 Yeon Building,
Portland, Oregon.

Gentlemen:

In reply to your letter of the 24th inst. requesting information in connection with highway contract No. 638 awarded to Bauers & Bauers for the construction of the Grass Valley-Kent Section of the Sherman Highway, will say that the total amount of this contract was $110,245.72 none of which was for force account work.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LH

BATES, LIVELY & PEARSON

GENERAL INSURANCE AGENTS

300-308 YEON BUILDING

PORTLAND, OREGON

PAUL C. BATES
K. V. LIVELY
W. E. PEARSON

June 24, 1924.

GENERAL AGENTS FOR

AETNA LIFE INSURANCE CO.
OF HARTFORD, CONN.
ACCIDENT AND HEALTH
COMPENSATION
LIABILITY
LIFE

AETNA CASUALTY & SURETY CO.
OF HARTFORD, CONN.
AUTOMOBILE
BURGLARY
FIDELITY AND SURETY
PLATE GLASS
SPRINKLER LEAKAGE

THE AUTOMOBILE INSURANCE CO.
OF HARTFORD, CONN.
AUTOMOBILE INSURANCE
PARCEL POST
MARINE
FIRE

CITY OF NEW YORK INSURANCE CO.
OF NEW YORK
AUTOMOBILE
FIRE

CENTURY INSURANCE CO., LTD.
OF EDINBURGH, SCOTLAND
FIRE

THE NATIONALE FIRE INSURANCE CO.
OF PARIS, FRANCE
FIRE

HARTFORD STEAM BOILER
INSPECTION & INSURANCE CO.
STEAM BOILERS
FLY WHEEL
ENGINE

Oregon State Highway Commission,
Salem,
Ore.

In re: Contract No. 638 - Grass Valley-Kent Section of the Sherman Highway in Sherman County.
Contractors, Bauers & Bauers.

Gentlemen:-

We have your letter advising that final settlement under the above contract will be made on or after June 28th. Will you kindly advise us the total amount of this contract?

Yours very truly,

BATES, LIVELY & PEARSON

By M. L. Lute

MLL/m

Total paid: $110,243.72
No Force

ANSWERED
H. B. G.

June 19, 1924.

20-ZB

The Aetna Casualty & Surety Company,
[redacted], Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 638 for the construction of the Grass Valley-Kent Section of the Sherman Highway in Sherman County, consisting of 12.6 miles of grading and surfacing, has been completed by the contractors, Bauers & Bauers, and that final settlement will be made by the State with said contractors for work done under said contract on or after June 28th 1924.

The State has been advised of numerous claims against this contract but assumes no responsibility for them or any claims which may be filed against this contract.

This notice is served upon you as surety on the bond furnished by the above contractors.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

PQ-90

#638-28006

May 19, 1934.

Kent Garage,
Kent, Oregon.

Attention Mr. Frank Hayles, Prop.

Gentlemen:

In reply to your letter of the 15th inst. concerning your claim against Davis & Daley, will say that Davis & Daley are sub-contractors under Bauers & Bauers to whom was awarded state highway contract No. 638 for the grading and surfacing of the Grass Valley-Kent Section of the Sherman Highway in Sherman County.

This contract has not yet been finalled. Our retained percentage amounts to over $3,000 at the present time.

In connection with all state highway contracts the successful contractor is required to furnish a bond for the protection of all labor and material claims and for the guaranteeing of the successful completion of his contract. Bauers & Bauers furnished a bond in this instance the surety in connection with which is the Aetna Casualty & Surety Company, Bates, Lively & Pearson, Yeon Building, Portland, Oregon, agents. Would suggest that you file your claim with the surety company as they are equally responsible for claims in connection with this work as Bauers & Bauers and Davis & Daley.

In the event that you do not secure satisfaction from the surety company then you still have recourse to action in the courts as provided by Section 8991, Oregon Laws, copy of which is enclosed herewith.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

KENT GARAGE

FRANK HAYNES, Propr.

AUTO REPAIRING, ACCESSORIES, TIRES, ETC.

#638

KENT, OREGON, May 15, 1924.

Oregon State Highway Commission,
Salem, Ore.,

Grass Valley-Kent Section
Sherman County.

Dear Sirs;

I have a claim of $308.38 against Davis & Daly who were Sub Contractors under Bauers & Bauers on this Highway through here. Davis & Daly made an affidavit to Bauers & Bauers for that amount last October. They are trying to have me sign a release on it and only pay me $175.00. I understand that Bauers & Bauers still have some money coming from the State yet. Please let me know what I can do about collecting the account. Can I file an attachment on what they have coming? Do you keep that money untill they pay all of their accounts?

ANSWERED H.B.O

Yours Truly,
Kent Garage,
Frank Haynes

Attn Construction & Surety Dr
Contr. Surety & Engineer,
Yeon Bldg. Portland.

$3214.47
Retained
[illegible]

In connection with contract No. 638, which is for the grading and surfacing of the Grass Valley-Kent Section, will say that our retained percentage at the present time amounts to $3,214.47, representing three per cent of the total amount of work accomplished.

In connection with contract No. 639 for the grading and surfacing of the Kent-Wasco County Line Section, will say that our retained percentage amounts to $2,136.09, representing three per cent of the total work accomplished.

These amounts will be paid to Bauers & Bauers as soon as the field notes have been turned in and checked by our office force. The final amounts which will be paid to the contractor may vary slightly from the figures stated herein, due to the fact that there may be some changes either for or against the contractor which may be revealed during the progress of the checking of the field notes.

Answering your question as to whether the original contractors, Bauers & Bauers, have paid their subcontractors the pro rata payment made to them by the state, will say that we are unable to advise you in this respect due to the fact that we have no dealings whatever with the subcontractor.

I trust the foregoing information is satisfactory. If not, kindly so advise and we will be pleased to give you other information so far as we are able.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,
By
Chief Clerk.

HBO:HI

RG-90

April 21, 1924.

Mr. Roy J. Baker, Cashier,
The Citizens Bank,
Grass Valley, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of the 18th inst., stating that you were carrying a note for Mr. Geo. A. Kemp, subcontractor under Bauers & Bauers in connection with highway construction work in the vicinity of your city.

In reply, will say that our records disclose the fact that both contracts which were held by Bauers & Bauers were completed last fall. However, final payment has not yet been made.

In connection with contract No. 638, which is for the grading and surfacing of the Grass Valley-Kent Section, will say that our retained percentage at the present time amounts to $3,814.47, representing three per cent of the total amount of work accomplished.

In connection with contract No. 639 for the grading and surfacing of the Kent-Wasco County Line Section, will say that our retained percentage amounts to $2,136.09, representing three per cent of the total work accomplished.

These amounts will be paid to Bauers & Bauers as soon as the field notes have been turned in and checked by our office force. The final amounts which will be paid to the contractor may vary slightly from the figures stated herein, due to the fact that there may be some changes either for or against the contractor which may be revealed during the progress of the checking of the field notes.

Answering your question as to whether the original contractors, Bauers & Bauers, have paid their subcontractors the pro rata payment made to them by the state, will say that we are unable to advise you in this respect due to the fact that we have no dealings whatever with the subcontractor.

I trust the foregoing information is satisfactory. If not, kindly so advise and we will be pleased to give you other information so far as we are able.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,
By
Chief Clerk.

HBG:HI

ROY J. BAKER, Cashier
THEO. A. SERRURIER, Asst. Cashier
VELMA FRALEY, Bookkeeper

The Citizens Bank

CAPITAL STOCK $20,000 SURPLUS $5,000

Grass Valley, Oregon, April 18th 1924

State Highway Engineer's Office,

Salem, Oregon.

Gentlemen: We are carrying a note for Mr. Geo.A.Kemp, a subcontractor on Sherman Highway for hauling gravel, and who is delinquent in payment of the same. He states to me that he has coming to him from F.L.Wagner a subcontractor also $950.00 which repre ents I think some 15%, and what I desire to know is if the original contractors Bauers and Bauers have paid him pro rata of payment made to them. He is by his contract to have held up on himthe same per cent as they have on their contract with the State Highway Comm. I have been informed that there is now held on the Bauers & Bauers contract by State Highway Comm. one % only.

Kindly let me have such information as is correct and obliged.

Thanking you and remaining,

Roy Baker

#638 - Sherman Co. - Kent - 3% - 3,214.47

#639 - Kent - Sherman Co. - 3% - 2,136.09

Both semi finals

RECEIVED
APR 21 1924

ANSWERED
H. B. G.

2403 00 0990

2840

February 29, 1924

E. & E. Grocery,
Gateway, Oregon.

Attention Mr. E. V. Eastabrook.

Gentlemen:

Receipt is acknowledged of your letter of the 24th inst. advising us of your claim against Davis and Daly, subcontractors under Bauers & Bauers in connection with their contract for the construction of the Grass Valley-Kent Section, which claim amounts to $57.57.

Due to the fact that Bauers & Bauers furnished us with a bond to protect labor and material claims in connection with this work, we are unable to pass upon your claim, but refer you to the surety on the bond, which is the Aetna Casualty & Surety Company, the local agents for whom are McCargar, Bates & Lively, Yeon Building, Portland, Oregon.

We are today advising them of your claim, but would suggest that you also take up the matter with them direct.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

Gateway, Oregon R.D. 24. 1924

Oregon. State Highway Commission

Salem. Oregon

In Account With

E. & E. Grocery

ALL BILLS DUE ON FIRST OF MONTH

ANSWERED H.B.O.

Dear. Sirs

We have a bill Here on our books of $57.57¢against J.E.Daly & W.D. Davis Who were doing highway construction work between Grass. Valley and kent Ore

The bill was for groceries oil and gass and a beut the time they finished we sent them a bill for same and corresponded with them considerably in regard to same dut got no satisfaction in regard to same and finally took the matter up with Bowers & Bowers and met with the same result so finally took it up with Mrs Daly.and she advised us that it had been allowed and so far have not heard any more in regard to itso we have decided to take it up with the Highway Commission and see if we could not get some satisfaction in regard to it.

As we were not able to loose the account so we are asking you to look intothe matter and see what you can do for usin regard to it

Thanking You in advance we remain

Yours Truly . E.&E.Grocery Gateway Oregon

?M.V.Eastabrook.

HBO:LM

cc. Bowers & Bothers, Dayton, Washington.

CO. CR 9-90

...y 29, 1924

...have today received ...Gateway, Oregon, ad- ...ainst Davis & Daly, ...ion with their con- ...Kent Section.

...ou appear as surety ... instance.

...Engineer.

...r.

PR-94

Gateway, Oregon Feb. 24. 1924

Oregon. State Highway Commission

Salem. Oregon

In Account With

E. & E. Grocery

ALL BILLS DUE ON FIRST OF MONTH

ANSWERED H.B.O.

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We have a bill Here on our books of $57.57¢against J.E.Daly & W.D. Davis Who were doing highway construction work between Grass. Valley and kent Ore

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...ainst Davis & Daly,

...ion with their con-

...Kent Section.

...ou appear as surety

...instance.

...Engineer.

...r.

cc. Bowers & Bowers, Dayton, Washington.

PCB-90

February 29, 1924

Aetna Casualty & Surety Company,
c/o McCarger, Bates & Lively, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

This letter is to advise you that we have today received a letter from the E. and E. Grocery Company of Gateway, Oregon, advising us of their claim amounting to $57.57 against Davis & Daly, subcontractors under Bauers & Bauers in connection with their contract for the construction of the Cross Valley-Kent Section.

This notice is being sent to you as you appear as surety on the bond furnished by Bauers & Bauers in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Claiayor,
Chief Clerk.

HBC:LK

cc. Bauers & Bauers, Dayton, Washington.

February 28, 1924.

Mr. R. E. Dooley,
Box 372,
Hermiston, Oregon.

Dear Sir:

Reference is made to your letter of February 26th, asking for information as to the possibility of securing a refund of gasoline tax on gasoline used and to be used in connection with the surfacing of the Grass Valley-Wasco County Line Section of the Sherman Highway, and of the Umatilla-Nolin Section of the Columbia River Highway.

The Attorney-General has interpreted the refund clause in the gasoline tax act to apply, in connection with highway construction work, only where the construction is, in its entirety, upon right-of-way which has not previously been used for public road purposes, and where no part of the hauling in connection with the construction of such a new road is over or upon any section of established public road. In other words, no refund can be made in connection with the hauling of gravel for highway construction if any part of the hauling from the gravel pits to the section of road being constructed, is over an established road, or if any part of the section of highway for which the materials are being hauled coincides with an established road, or is, at any point, upon right-of-way which has been used for public road purposes prior to the particular construction work being performed. Under this interpretation, it is only in very unusual and exceptional cases that there is any possibility for a contractor or truck owner working for a contractor to secure a refund of the tax.

According to the maps in this office the Grass Valley-Wasco County Line Section coincides at several points with the old county Road between Grass Valley and Shaniko, and, unless your hauling has been confined entirely to portions of this section which do not coincide with the old county road, you would be unable to secure a refund.

The whole of the Umatilla-Nolin Section has been used as a public highway for a number of years, and there would be absolutely no possibility of securing a refund in connection with work on that section.

Very truly yours,

ROY A. KLEIN
State Highway Engineer.

By

Office Engineer.

SHP:TW

Box 312 Hamilton, Ore.
Feb. 26th, 1924

State Highway Department
State of Oregon
Salem, Ore.

FEB 28 1924

Gentlemen,

I am referred to your office by the Dept. of State for information as to what classification gravel trucks take under the Gasoline Tax Refund Act.

Exact information I desire is, were private owned gravel trucks working on the section of highway known as the Grassvalley to the County line section of the Sherman Highway entitled, to refund of the Gasoline Tax and will trucks working

HBG:LM

...nufacturing of the
...umbia Highway from
Umatilla to Nolin, Oregon
take the same classifi-
cation. ~~If~~

If these trucks are
entitled to a refund please
advise me what procedure
I should take in securing
same.

Thanking you, I am,
Very truly yours,
R. E. Hooly

ANSWERED
S. H. Probert

May 22, 1934.

Kenworth Motor Truck Corporation,
506 Mercer Street,
Seattle, Washington.

Attention Mr. A. W. Engstrom, Treas.

Gentlemen:

Replying to your letter of the 19th inst. regarding contracts No. 638 and 639 which were awarded to Bauers & Bauers by the State Highway Commission, please be advised that the final field notes in connection with these two contracts were received in this office yesterday. It will likely be a matter of two or three weeks before these can be properly checked over in this office.

Final payment in connection with these projects will not be made until the final check has been made. We have a note to the effect that you desire to be notified when payments are made to Bauers & Bauers on these contracts, and while it is not our regular practice to do this we will try to comply with your request.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. E. Gleizyer,
Chief Clerk.

HEG:LM

FACTORY AND OFFICE
506 MERCER STREET

KENWORTH MOTOR TRUCK CORPORATION

SUCCESSOR TO
GERSIX MANUFACTURING CO.

SEATTLE, WASHINGTON

May 19, 1924

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention: Mr. Glaisyer

Kindly refer to your letter of February 26th relative to certain contracts #638 and #639 with Bauers & Bauers. Kindly notify us if payment on these accounts has been made in full.

Your kind attention in this matter will be greatly appreciated in that upon payment to Bauers & Bauers this Company is to receive certain monies due them.

Yours very truly,
KENWORTH MOTOR TRUCK CORP.
By
Treas.

ANSWERED
H. B. G.

PD990

February 14, 1924.

The Aetna Casualty & Surety Company,
McCamant, Bates & Lively,
Yeon Building,
Portland, Oregon.

Gentlemen:

Please be advised that it is the intention of the State Highway Commission to make semi-final payment to Bauers & Bowers on contract No. 638, Grass Valley-Kent Section of the Sherman Highway in Sherman County.

This payment will be made on or after February 26th 1924.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,
By

H. B. Olmstyer,
Chief Clerk.

Dict. by J. McFarland.

FACTORY AND OFFICE
506 MERCER STREET
PHONE GARFIELD 0471

KENWORTH MOTOR TRUCK CORPORATION

SUCCESSOR TO
GERSIX MANUFACTURING CO.

MOTOR KENWORTH TRUCKS

SEATTLE, WASHINGTON

RECEIVED
MAR 1 1924

February 27, 1924.

Oregon State Highway Commission,
Salem. Oregon.

Gentlemen:-

Attention Mr. H. B. Glaisyer.

We have your kind letter of February 26th and realize fully your position relative to giving us information on payment to Bauers & Bauers on contracts Nos. 638 and 639.

As you know, we are a long way from the field of action in this particular case, and we have consented to accept payment from certain sub-contractors when final payment is made Bauers & Bauers, and so you see we will be at a loss to know when we may even expect payment, unless notified by you.

We certainly wish to express our appreciation of the courtesy extended us by your department and thanking you for the information contained in your last letter, We are,

Very truly yours,
KENWORTH MOTOR TRUCK CORPORATION,
By A. W. Engstrom
Treasurer.

A. W. Engstrom
JKL

NOTED
H. B. GLAISYER

February 26, 1924.

Kenworth Motor Truck Corporation,
506 Mercer Street,
Seattle, Washington.

Attention Mr. A. W. Engstrom, Treas.

Gentlemen:

Receipt is acknowledged of your letter of the 21st inst. requesting us to notify you the day final payment is made to Bauers & Bauers in connection with their contracts No. 638 and 639.

In reply will say that it is not our practice to notify claimants when payments are made to contractors. Labor and material claims of all kinds against contractors are protected by the bond furnished by the contractor and we do not concern ourselves with matters that belong directly to the contractor and his surety.

As a matter of accommodation we do give out certain information concerning the status of a contract, but we do not keep any special record of requests such as yours, and cannot promise that you will be notified on the exact day payment is made. In the present instance we will make special note of your request and if possible will advise you when final payment is made to Bauers & Bauers in connection with each of these contracts.

For your further information will say that contract No. 638 has been semi-finalled. Final payment will probably be made within the next two weeks.

Final notes in connection with contract No. 639 have not yet been received from the field but they should be received very shortly. We anticipate that it will be a matter of three weeks or a month before final payment is made in connection with this project.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. E. Glaisyer,
Chief Clerk.

HEG:LM

FACTORY AND OFFICE
506 MERCER STREET
PHONE GARFIELD 0471

KENWORTH MOTOR TRUCK CORPORATION

SUCCESSOR TO
GERSIX MANUFACTURING CO.

MOTOR KENWORTH TRUCKS

SEATTLE, WASHINGTON

February 21, 1924.

State Highway Commission,
Salem, Oregon.

Attention Mr. H. B. Gearsizer.

Gentlemen:-

Referring to our letter and telegram of February 6th last relative to the payment of retainer on Bauers & Bauers of contracts #638 and #639.

We would appreciate your writing us when you expect payment will be made to Bauers & Bauers and also your wiring us Collect the day payment is made.

Thanking you again for your kind attention,

We are,

Very truly,
KENWORTH MOTOR TRUCK CORPORATION,
By A W Engstrom
Treas.

AWE/J

ANSWERED
H. B. G.

RECEIVED
FEB 25 1924

FACTORY AND OFFICE
506 MERCER STREET
PHONE GARFIELD 0471

PR 90

KENWORTH MOTOR TRUCK CORPORATION

SUCCESSOR TO
GERSIX MANUFACTURING CO.

MOTOR KENWORTH TRUCKS

SEATTLE, WASHINGTON

RECEIVED
FEB 7 1924

February 6, 1924.

State Highway Commission,
Salem, Oregon.

Attention Mr. H. B. Gearsizer.

Gentlemen:-

Enclosed herewith our telegram of even date to you regarding the Bauers & Bauers Contract Number six hundred thirty eight.

Thanking you in advance for your kind attention.

Yours truly,

KENWORTH MOTOR TRUCK CORP.,

By _____ Treas.

NOTED
H. B. GLAISYER

WESTERN UNION

TELEGRAM

Form 1206

Senders should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

Sender's No.

Check

Time Filed

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Copy

Seattle, Washington,
February 6, 1924.

H. B. Gearsizer,
Chief C lerk, State Highway Commission,
Salem, Oregon.

Thank you for your letter of January thirty-first stop Kindly wire collect immediately when you release retainer to Bauers and Bauers account contract Number six three eight.

Kenworth Motor Truck Corporation.

NOTED
H. B. GLAISYER

or two months before this contract is in shape to final.

We trust that the foregoing information is satisfactory for your needs.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Chief Clerk.

HLG:LM

WESTERN UNION

TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT 57 STATE ST.

59PR MS 29 NL

SEATTLE WASH FEB 6 1924

H B GEARSIZER

64 CHIEF CLERK STATE HIGHWAY COMMISSION SALEM ORG

THANK YOU FOR YOUR LETTER OF JANUARY THIRTY FIRST STOP KINDLY WIRE US COLLECT IMMEDIATELY WHEN YOU RELEASE RETAINER TO BAUER AND BAUERS ACCOUNT CONTRACT NUMBER SIX THREE EIGHT

JENWORTH MOTOR TRUCK CORPN

114P

NOTED
H. B. GLAISYER

Contract No. 639, Kent-Tacoma County Line Section, was practically 85% complete on January 10th. It is likely to be another six weeks or two months before this contract is in shape to final.

We trust that the foregoing information is satisfactory for your needs.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Chief Clerk.

HBG:LM

Chief Clerk.

January 31, 1924

Kenworth Motor Truck Corporation,
506 Mercer Street,
Seattle, Washington.

PR 90-91

Gentlemen:

In reply to your letter of the 25th inst. regarding status of payment to Bauers & Bauers for the construction of the Sherman Highway between Grass Valley and Kent and between Kent and the Wasco County Line, please be advised as follows:

Contract No. 638 for the Grass Valley-Kent Section is complete; however, the notes for same have not yet been turned in by our resident engineer. Our records show that we have a retained percentage at the present time amounting to $8,133.00, the greater part of which will no doubt be released as soon as we receive the final notes from our engineer, which we anticipate will be within the next few days. At least 5% of the amount of the contract will be retained until the final notes have been checked over in this office. This will take possibly a couple of weeks. Final voucher will then be prepared and warrant issued, which will probably take another ten days or two weeks.

Contract No. 639, Kent-Wasco County Line Section, was practically 85% complete on January 10th. It is likely to be another six weeks or two months before this contract is in shape to final.

We trust that the foregoing information is satisfactory for your needs.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Chief Clerk.

HEG:LM

Chief Clerk.

FACTORY AND OFFICE
506 MERCER STREET
PHONE GARFIELD 0471

KENWORTH MOTOR TRUCK CORPORATION

SUCCESSOR TO
GERSIX MANUFACTURING CO.

MOTOR KENWORTH TRUCKS

SEATTLE, WASHINGTON

January 25, 1924

RECEIVED
JAN 26 1924
CHIEF CLERK
STATE HIGHWAY DEPT.

State Highway Department
Salem, Oregon

Gentlemen:

This is an inquiry to ask when final settlement will be made with Bauer & Bauers, general contractors, for the work now being performed on the Grass Valley to Kent section of your highway and also the highway between Kent and the Wasco County line.

It is important that we know when the retainer is paid the general contractors in that our Company holds an assignment from certain sub-contractors, named Dooly and Hilts, for work performed under this general contractor.

Thanking you in advance for your considerate attention in this matter, we are

Yours very truly,

KENWORTH MOTOR TRUCK CORP.

By A. W. Engstrom
Treas.

AWE/D

#6[illegible] Sherman Co. St.
[illegible] Paid to Dec-11-1923 = $99015.85
C.F.T. [illegible] Amt. $8132.[illegible]

ANSWERED
H. B. G.

[illegible] 110 M x
" Hwy 95 M x

By
Chief Clerk.

HBG:LM

HC3K-28P60

February 7, 1924

PR.#90

Mr. W. A. Odell,
116 Santa Monica Blvd.,
Santa Monica, California.

Dear Sir:

We have your letter of the 4th inst. in which you state that you have a claim against Bauers & Bauers in connection with their contract for the construction of the Grass Valley-Kent Section, and request advice as to how to collect same.

In reply will say that all labor and material claims in connection with state highway contract jobs are protected by a bond furnished by the contractor. Bauers & Bauers furnished such a bond in this instance, the surety on which is the Aetna Casualty & Surety Company, McCargar, Bates & Lively, Agents, Yeon Building, Portland, Oregon.

We have no way of passing on your claim, this being a matter for the surety company. We would suggest that you file your claim, making it in detail so that they will have no difficulty in checking the dates and amounts. We do not doubt but what you will secure satisfaction from them.

For your information will say that Bauers & Bauers have not completed this particular contract as yet. A recent report from corresident engineer Mr. Mitchell shows that it will be a matter of two or three weeks before it is completed. It will then be a matter of about a month before final payment is made to Bauers & Bauers. This is due to the fact that the engineers final field notes will have to be checked over in this office before payment is made.

According to the statement in your letter you were not to receive the balance due you until they had received their final settlement from the state. This may be the reason that you have not received the money from them nor had a reply to your letter. In the event that Bauers & Bauers continue to ignore your claim and you get no satisfaction from the surety company, you still have recourse to the courts. The surety company is liable for all claims in connection with the work for one year after the date of completion.

We trust the foregoing is clear to you.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Chief Clerk.

RBG:LM

116 santa monica Blvd.
santa monica, Calif. Feb 4, 24.

Highway Department
Salem, Oregon.
Dear Sirs.

Between dates of may 18 and July 26 my truck hauled crushed rock on the Grant Valley Kent section for contractors; Bauer & Bauer. On July 26, 1923 I got permission to go to another job, because Bauer & Bauer had more trucks than could be used.

Upon leaving I was to receive balance due me when their final settlement was made with state. To date I have written them three letters & received no reply. The amount due is $187.66. For this amount I have tickets O.K.ed by Mr. F. Edvogen, who superintended hauling of rock. I also have witnesses to back up above statements.

The Checkers; Mrs. Chas. Childs and Mr. Shives and Engineer: Mr. Mitchell said I could get my money by applying to State. What I wish to know is; now may I proceed

FP-90

February 4, 1924.

Mr. J. R. Mitchell,
Resident Engineer,
Grass Valley, Oregon.

Dear Sir:

We have a communication from the Eastern Oregon Land Company, requesting the payment of royalty on the rock excavated from the property of that Company by Bauers & Bauers, for use in surfacing the Grass Valley-Kent Section.

As we do not wish to make payment of this royalty until the final estimate to Bauers & Bauers has been checked, we are writing to ask about what date we may expect to receive the final estimate and supporting field data for the project concerned.

In looking over the semi-final estimate recently submitted, we note that you have shown certain quantities of culvert pipe as " on hand "; this despite the fact that the work is shown as completed as of December 15, 1923. Thinking that you may be under the impression that this pipe can be paid for in the final estimate as material on hand, the same as is allowed on monthly estimates, we wish to advise that this is not the case, and that any materials ordered in accordance with the instructions of the engineer and not used can only be paid for by arranging special unit prices with the contractor. If the contractor is to be paid for the culvert pipe referred to, it will be necessary that he submit a special price quotation upon same, and that this price be approved by the division engineer.

This matter should be taken care of at once, so that it will cause no delay in the making of final payment after the final estimate has been checked.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

3HP:TW
CC. C. W. Wanser, Division Engineer, The Dalles, Oregon.

...CHAIRMAN
..., PORTLAND,
...LONE, CORVALLIS
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

PR #90

OREGON STATE HIGHWAY COMMISSION

SALEM

Grass Valley, Ore. Feb. 6th, 1924.

FEB 7 1924

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:

I am in receipt of your communication of the 4th inst. relative to final estimate of Grass Valley-Kent Section of Sherman Highway.

Please be advised that the final on this project will be completed about the 15th of this month.

Regarding culvert pipe on hand upon completion of this job will say that I have made arrangements with the Sherman County Court whereby they have agreed to take over all remaining pipe, paying Bauers & Bauers direct for same. This arrangement is also satisfactory to Bauers & Bauers.

Very truly yours,

J. K. Metcalf

Res. Eng'r.

CC. C.W. Wanzer, Div. Eng'r., The Dalles, Ore.

#638 - Sherman County

February 4, 1924

PR-10

Mr. Sam A. Kozer,
Secretary of State,
B u i l d i n g.

Attention Mr. E. J. Hess, Filing Division.

Dear Sir:

Receipt is acknowledged of your letter of the 2nd inst. enclosing three copies of claim which has been filed in your office by Mr. Geo. L. Kingsbury against Bauers & Bauers, contractors for the construction of the Sherman Highway in the vicinity of Kent, Oregon.

Complying with your request one copy is being forwarded to Bauers & Bauers and one to the Aetna Casualty & Surety Company, surety on the bond furnished by them in connection with this work.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Chief Clerk.

RAK:LM

February 4, 1924.

Hamers & Bauers,

Dayton, Washington.

Gentlemen:

Enclosed herewith please find copy of notice of claim which has been filed with the Secretary of State by Geo. L. Kingsbury representing the amount due him for baled hay sold to your subcontractors Davis & Daly, who are subcontractors on your contract for the construction of the Sherman Highway in the vicinity of Kent.

This is being mailed to you at the request of the Secretary of State.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Chief Clerk.

HBG:LM
Encl.

February 4, 1924

Aetna Casualty & Surety Company,
c/o McCargar, Bates & Lively, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

There is enclosed herewith copy of notice of claim which has been filed with the Secretary of State by Geo. L. Kingsbury, which same is self-explanatory.

This is being forwarded to you at the request of the Secretary of State as you appear as surety on the bond furnished by Beuers & Beuers.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Chief Clerk.

MBC:LH
Encls.

C. N. LAUGHRIGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

February 2,1924

State Highway Commission,
Salem, Oregon.

Gentlemen:- (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received and filed as of this date a notice of claim by Geo. L. Kingsbury for bailed hay sold to Davis & Daly, subcontractors of Bauers & Bauers, in the sum of $431.94 against the bond taken from Bauers & Bauers, principals, and Aetna Casualty & Surety Co., surety, for the work of construction of the Sherman County Highway near Kent, Oregon.

We are enclosing herewith three copies of this notice of claim, being one for your files, one for transmission, if desired, to Bauers & Bauers, and one to their surety.

Kindly make formal acknowledgment of the copies, and oblige.

Very truly yours,

FILING DIVISION,

By N. J. Haas

H.

ANSWERED
H.B.G.

RECEIVED
FEB 4 1924

COPY

To Sam A. Kozer, Secretary of the State of Oregon and To the State Highway Commission of the State of Oregon.

Notice is hereby given that the undersigned G. L. Kingsbury has a claim for Baled Hay sold to Davis & Daly subcontractors of Bauers & Bauers in the sum of Four Hundred Thirty One 94/100 dollars against the bond taken from Bauers & Bauers principals and Aetna Casualty & Surety Co., Surety for the work of construction of The Sherman County Highway near Kent, Oregon.

Dated Feb. 1, 1924

GEO. L. KINGSBURY
per N.E.M.

ENDORSED:

File No. 355
Notice of Claim by Geo. L. Kingsbury for bailed hay sold to Davis & Daly, subcontractors of Bauers & Bauers, in the sum of $431.94 against the bond taken from Bauers & Bauers, principal, and the Aetna Casualty & Surety Co., surety, for the work of construction of the Sherman County Highway near Kent, Oregon.

Filed Feb. 2, 1924, SAM A. KOZER, Secretary of State.

#6638 - Sheldon - County.

January 28, 1924 PR 90

Mr. Sam A. Koser,
Secretary of State,
B u i l d i n g.

Attention Mr. N. J. Haas, Filing Division.

Dear Sir:

We have your letter of the 26th inst. enclosing three copies of claim of the B. E. Davis Electric Company against Davis & Daley, subcontractors under Bauers & Bauers in connection with their contract for the construction of the Grass Valley-Kent Section of the Sherman Highway.

Complying with your request we are today forwarding one copy to Bauers & Bauers and one copy to the Aetna Casualty & Surety Company, surety on the bond furnished in connection with this work.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Chief Clerk.

HBC:LM

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

C. M. LAUGHRIDGE
DEPUTY SECRETARY

RECEIVED
JAN 30 1924

January 26, 1924

State Highway Commission,

Salem, Oregon.

Gentlemen:- (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received and filed on the 25th inst. a notice of claim by the B. E. Davis Electric Co. for machinery, equipment and material furnished to Davis & Daly, subcontractors under Bauers & Bauers, in the sum of $775.43 against the bond taken from Bauers & Bauers, contractors, and the Aetna Casualty & Surety Co., surety, for the work of building and constructing a certain section of the State Highway called the Grass Valley-Kent Section Sherman Highway in Sherman County, State of Oregon.

We are enclosing three copies of this notice of claim, being one for your files, one for transmission, if desired, to the above contractors, and one to their surety.

Kindly make formal acknowledgment of the copies, and oblige.

Very truly yours,

FILING DIVISION,

H. By M. J. Haas

ANSWERED
H. B. G.

COPY

TO THE STATE OF OREGON AND OREGON STATE HIGHWAY COMMISSION:

Notice is hereby given that B. E. Davis doing business under the firm name and style of B. E. Davis Electric Co. has a claim for machinery, equipment and material furnished in the sum of Two Hundred Fifty ($250.00) Dollars, and the further sum of Fifty-nine and 49/100 ($59.49) Dollars, and the further sum of Four Hundred Sixty-five and 94/100 ($465.94) Dollars, making a total in the sum of Seven Hundred Seventy-five and 43/100 ($775.43) Dollars against the bond taken from Carl Bauers and George F. Price, copartners, under the name of Bauers & Bauers, contractors, and the Aetna Casualty & Surety Company, a corporation, as surety, for the work of building and constructing a certain section of state highway called the Grass Valley-Kent Section Sherman Highway in Sherman County, State of Oregon, a more particular description of said claim being as follows:

That on or about the 7th day of April, 1923, the said claimant made and entered into a certain written agreement with Davis & Daly, subcontractors under said Bauers & Bauers, original contractors, by the terms of which claimant leased to said Davis & Daly a certain air compressor outfit on trucks for use and which was used in the building and construction of said highway and in the prosecution of the work provided for in said contract between Bauers & Bauers and the State of Oregon, for which said Davis & Daly promised and agreed to pay claimant the sum of Two Hundred ($200.00) Dollars per month, payable in advance until said machinery and equipment was returned; and said Davis & Daly further agreed by the terms of their said agreement to return said machinery and equipment in the same condition, less reasonable wear, and should any damage occur to said equipment they promised and agreed to pay any expenses necessary to put the same in good working condition and did further agree to pay all transportation charges both to the place where said equipment was to be used and its return to the store of claimant, and that under said agreement said machinery and equipment was delivered to said Davis & Daly on said 7th day of April, 1923, for the use and purpose aforesaid, and said Davis & Daly used said equipment and machinery in the prosecution of their work under their said subcontract with Bauers & Bauers from the 7th day of April, 1923, until the 11th day of July, 1923, and during all of said time remained in possession thereof, and exercised control and dominion thereover; and that there remains

due, owing and unpaid from said Davis & Daily to said claimant the sum of Two Hundred ($200.00) Dollars as rental under said contract from the 11th day of June, 1923, to the 11th day of July, 1923.

That on or about the 9th day of May, 1923, the said Davis & Daly shipped a portion of said equipment from Kent, Oregon, to the claimant at Portland, Oregon, and at the special instance and request of said Davis & Daly said claimant performed certain work, labor and services in and about repairing the same and that the reasonable value thereof, was and is the sum of Fifty ($50.00) Dollars, and that the said claimant at the special instance and request of said Davis & Daly on or about said day of May, 1923, shipped and returned the same to Kent, Oregon, and paid the transportation charges thereon mounting to the sum of Fifty-nine and 49/100 ($59.49) Dollars, and that there is now due and owing to claimant by reason of the premises the sum of Three Hundred Nine and 49/100 ($309.49) Dollars, which sum said Davis & Daly have promised and agreed to pay.

That when said equipment was finally returned to claimant the same was in an extremely bad and damaged condition and that by reason thereof, the said claimant was obliged to have the same repaired at an expense of Four Hundred Sixty-five and 94/100 ($465.94) Dollars to put the same in working condition.

That there is due and owing to claimant a total in the sum of Seven Hundred Seventy-five and 43/100 ($775.43) Dollars, and that said Davis & Daly, Bauers & Bauers, and the Aetna Casualty & Surety Company failed, refused and neglected to pay said claim or any part thereof.

Dated Jan. 22, 1924.

B. E. DAVIS ELECTRIC CO.

By B. E. Davis

ENDORSED:

File No. 352
Notice of Claim by B. E. Davis Electric Co. for machinery, equipment and material furnished to Davis & Daly, subcontractors under Bauers & Bauers, in the sum of $775.43 against the bond taken from Bauers & Bauers, contractors, and the Aetna Casualty & Surety Company, surety, for the work of building and constructing a certain section of the state highway called the Grass Valley-Kent Section Sherman Highway in Sherman County, State of Oregon.

Filed Jan. 25, 1924, SAM A. KOZER, Secretary of State.

January 28, 1924

PR 90

Aetna Casualty & Surety Company,
c/o McCargar, Bates & Lively, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

Enclosed herewith please find copy of notice of claim which has been filed with the Secretary of State by the B. E. Davis Electric Company, covering machinery, equipment and materials furnished Davis &Daley, subcontractors under Bauers & Bauers in connection with the construction of the Grass Valley-Kent Section of the Sherman Highway.

This copy is being forwarded to you at the request of the Secretary of State inasmuch as you appear as surety on the bond furnished by Bauers & Bauers in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Chief Clerk.

HBG:LH
Encl.

January 23, 1924

PR 90

Bowers & Bowers,
Dayton, Washington.

Gentlemen:

Enclosed herewith please find copy of notice of claim of the B. E. Davis Electric Company against Davis & Daley, your sub-contractors in connection with your contract for the construction of the Grass Valley-Kent Section of the Sherman Highway.

This notice is being forwarded to you at the request of the Secretary of State.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Chief Clerk.

HBG:LH

Encl.

January 26, 1924

PR #90

REFERRED TO
Pawbert
R A

Mr. William Mackenzie
Lewis Building
Portland, Oregon

Dear Sir:

This is to acknowledge your letter of the 24th, also your claim against Bauers & Bauers for 27,009 cu. yds. of rock removed from a quarry site on property owned by the Eastern Oregon Land Company.

I have handed your letter, together with the statement of your claim, and the certificate of J. R. Mitchell, Resident Engineer, to Mr. Klein, Secretary to the Highway Commission for consideration and presentation to the Commission. No doubt you will in due time receive payment of the claim.

Very truly yours,

Assistant Attorney-General.

JJD:EB

WILLIAM MACKENZIE
LEWIS BUILDING

General Agent in Oregon
EASTERN OREGON LAND COMPANY
SAN FRANCISCO, CALIFORNIA
MORO, OREGON ONTARIO, OREGON

TEL. BROADWAY 0789

PORTLAND, OREGON, Jan. 24, 1924

J. M. Devers, Esq.,
Assistant Attorney General,
Salem, Oregon.

Dear Sir:

Enclosed is a bill for 27,009 cubic yards of rock at 4¢ per yard - $1,080.36, which is presented to you for payment in accordance with the terms of a Contract made by Bauers & Bauers and this Company, certified copy of which was filed with you and acknowledged at 24th April, 1923. It is addressed to you following the practice in previous business of the same nature.

Yours faithfully,

W. Mackenzie
General Agent.

AEM/B
cc SF
enc.

Oregon State Highway Commission,
for account of Messrs. Bauers & Bauers, Contractors

to

Eastern Oregon Land Co., San Francisco, Calif.

1924

23d Jan. To 27,009 cubic yards of rock removed from a quarry site on Section 31-3S-17 E.W.M. by Bauers & Bauers for use in surfacing the Grass Valley-Kent section of the Sherman Highway in Sherman County, Oregon, as per contract of 4th April, 1923, at 4 cents per cubic yard - - - $1,080.36

E. & O. E.

Portland, Oregon, 24th January, 1923

Certificate as to yardage by J. R. Mitchell, "Resident Engineer" of the Oregon State Highway Commission at Grass Valley, Oregon, hereto attached.

Executed and verified copy of above Contract filed with Oregon State Highway Commission at Salem and acknowledged by them 24th April, 1923.

Oregon State Library

...BUSY, BAKER, CHAIRMAN
W. B. VAN DUZER, PORTLAND,
W. H. MALONE, CORVALLIS
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

Grass Valley,Ore.Jan.17th,1924.

Eastern Oregon Land Company,
Portland,Ore.

Gentlemen:

The following material was taken from your quarry site,located about seven miles south of Grass Valley,which was operated by Bauers & Bauers in connection with the macadamizing of the Grass Valley-Kent Section of the Sherman Highway,in Sherman County, Oregon.

Total quantity of Rock removed	28440	Cu.Yds.
" " within R/W limits	1431	" "
" " from E.O.L.Co.property	27009	" "

For your information this does not become a final estimate until approved by the Oregon State Highway Commission.

Very truly yours,

E. V. Whitford

Resident Engineer.

Grass Valley - Kent

27.5 [illegible]

Kent Creek

18.5 [illegible]

2 1 4 [illegible]

[illegible]

[illegible]GHWAY DEPARTMENT

E 920

[illegible]R'S WEEKLY REPORT

Date Dec.15th,1923, 192

Week from 8th *to* 15th

Mail Address Grass Valley

Telegraph or Telephone Address

Express and Freight Address

[illegible] and by contractor, important developments, instructions to contractor, [illegible]party, etc.:

[illegible]on the 15th.

[illegible]re-measurements.

NOTED

J. W. WARNER

(See back of this sheet for instructions and detailed information.)

Signed J.R.Mitchell

Title Res.Eng'r

Form No. 39.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Dec.15th,1923, *192*

Job Name Grass Valley-Kent — *Week from* 8th *to* 15th

Mail Address Grass Valley

Highway Sherman — *Telegraph or Telephone Address*

County Sherman *Job Prefix* 28PD — *Express and Freight Address*

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

This job completed on the 15th.

Party in office on re-measurements.

Weather clear

NOTED

J. W. WARNER

(See back of this sheet for instructions and detailed information.)

Signed J.R.Mitchell

Title Res.Eng'r

Sam A. Kozer

C.C. # 638

280.B

December 15, 1925

P R 90

Mr. Sam A. Kozer,
Secretary of State,
B u i l d i n g.

Attention Mr. H. J. Hess, Filing Division.

Dear Sir:

Receipt is acknowledged of your letter of the 12th enclosing a copy of a notice of claim which has been filed in your office by the Wasco Market, covering meats furnished to Daly & Davis, subcontractors under Bauers & Bauers who hold state contract for the construction of the Grass Valley-Kent Section of the Sherman Highway.

Complying with your request we are today forwarding one copy of this notice to Bauers & Bauers and one to the Aetna Casualty & Surety Company, surety on the bond furnished by Bauers & Bauers.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Chief Clerk.

RBC:LM

JAM A. KOZER
SECRETARY OF STATE

GRADING CONSTRUCTION

Total miles of grading on project ....12.6....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party ..... 5 .....

Contractor's average force for week .....men,

.....teams, ...steam shovels

Grading work will be completed about .....Completed.....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....12.6.....

Miles completed .....12.6.....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week .....men,

.....teams, ...trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....Completed.....

Number men in Engineering Party .....2.....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem Office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE.—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week .....men,

.....teams, ...trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..28 29..... *Percentage* ....50.....

Other jobs ..28 30..... *Percentage* ....50.....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

C. N. LAUGHRIGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

December 13, 1923

State Highway Commission,

Salem, Oregon.

Gentlemen:- (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received and filed as of October 20, 1923, a notice of claim by the Wasco Market (Bert Shelton) for meats furnished to Daly & Davis, subcontractors of Bauers & Bauers, contractors for the construction of the State Highway, Grass Valley to Kent, Ore.

We are enclosing herewith three copies of this notice of claim, being one for your files, one for transmission, if desired, to Bauers & Bauers and one to their surety.

Please make formal acknowledgment of the copies, and oblige.

Very truly yours,

FILING DIVISION,

H. By M. J. Haas

P. S. We are also enclosing copies of a letter received from Bert Shelton with reference to the above claim.

COUNTY

DEC 15 1923

BANK OF WASCO

Wasco, Oregon

To State of Oregon:

Notice is hereby given that the undersigned, Wasco Market has a claim for meat furnished in the sum of $106.24 against the bond taken from Daley & Davis, Sub-contract Grass Valley-Kent Highway.

Signed,

Wasco Market.

Bert Shelton

We will gladly rectify any errors found

Wasco, Oregon, Oct 12" 1923

Shipped to
Messrs. Daly and Davis Sub-Contractors
Of Bauers & Bauers Contractors
State Highway. Grass Valley-Kent
In Acc't
with
WASCO MARKET
Bert Shelton

Terms Cash

1923					
July	19"	89#	Front Quarter Beef at 12¢	$10	68
"	"	64#	Pork at 15¢	9	60
"	23"	45#	Hind Quarter Beef at 12¢	5	30
"	25"	52#	Hind Quarter " at 12¢	6	24
"	28"	81#	Front Quarter Beef at 12¢	6	24
Aug	1st	105#	Hind Quarter Beef at 12¢	12	60
"	"	10#	Weinerwurst at 23¢	2	30
"	9"	75#	Front Quarter Beef at 12¢	9	00
"	11"	72#	Hind Quarter Bf at 12¢	8	64
"	"	20#	Trimmed Pork at 24¢	4	80
"	14"	113#	Front Quarter Beef at 12¢	13	56
"	17"	70#	Loin & Rump Beef at 12¢	8	40
"	20"	45#	Round of Beef at 12¢	5	40
				$106	24

ENDORSED:

File No. 324
Notice of Claim by Wasco Market (Bert Shelton) for meats furnished in the sum of $106.24 against the bond taken from Daly & Davis, "Sub-Contract Grass Valley-Kent Highway (Bauers & Bauers, Contractors, the Aetna Casualty & Surety Company, surety)

Filed October 20, 1923, SAM A. KOZER, Secretary of State.

COPY

WASCO MARKET

Ed Leisi, Manager

DEC 15 1923

Wasco, Oregon Oct 12" 1923

Mr. Sam. A. Kozer,

Secretary of State

Salem, Or.

Dear Sir:

I am instructed by R. A. Klein State Highway Engineer, to file the enclosed account, with you for collection, Meat shipped to Daly & Davis Sub Contractors of Bauers & Bauers, Contractors for construction of state highway, Grass Valley to Kent, Or. therefore wish to do so, thanking you for any favors you can do in this I am

Yours Respt.

Bert Shelton

Wasco
Or.

COPY

WASCO MARKET

Ed Leisi, Manager

Wasco, Oregon Oct 12" 1923

Mr. Sam. A. Kozer,

Secretary of State

Salem, Or.

Dear Sir:

I am instructed by R. A. Klein State Highway Engineer, to file the enclosed account, with you for collection. Meat shipped to Daly & Davis Sub Contractors of Bauers & Bauers, Contractors for construction of state highway, Grass Valley to Kent, Or. therefore wish to do so, thanking you for any favors you can do in this I am

Yours Respt.

Bert Shelton

Wasco
Or.

COPY

WASCO MARKET

Ed Leisi, Manager

DEC 13 1923

Wasco, Oregon Oct 12th 1923

Mr. Sam. A. Kozer,

Secretary of State

Salem, Or.

Dear Sir:

I am instructed by R. A. Klein State Highway Engineer, to file the enclosed account, with you for collection, Meat shipped to Daly & Davis Sub Contractors of Bauers & Bauers, Contractors for construction of state highway, Grass Valley to Kent, Or. therefore wish to do so, thanking you for any favors you can do in this I am

Yours Respt.

Bert Shelton

Wasco
Or.

December 15, 1928

P R 90

Bemore & Bemore,
Dayton, Washington.

Gentlemen:

Enclosed herewith is a copy of a notice of claim which has been filed with the Secretary of State by the Wasco Market against Daly & Davis who are subcontractors under you, in connection with the construction of the Grass Valley-Kent Section.

We have been requested by the Secretary of State to forward this copy to you. An additional copy has been forwarded to the Aetna Casualty & Surety Company, surety on your bond inthis instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Chief Clerk.

HBG:LM
Encl.

December 15, 1923

P R 90

Aetna Casualty & Surety Company,
c/o McCargar, Bates & Lively, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

Enclosed herewith please find copy of notice of claim which has been filed with the Secretary of State by the Wasco Market, which notice is self-explanatory.

We have been requested by the Secretary of State to forward this copy to you for your information, for the reason that you appear as surety on the bond furnished by Bauers & Bowers in connection with the contract in question.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

by

Chief Clerk.

HBG:LM
Encl.

CO 28 P.E.

December 2, 1925.

PR 90

Mr. G. W. Manser,
Division Engineer,
The Dalles, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of the 1st inst. regarding payment to Patterson & Anderson for grading work done by them in connection with the O.-W. R. R. & N. grade crossing just south of Grass Valley.

We have investigated the matter of payment to them and find that a warrant in amount $175.68 was mailed to Patterson & Anderson on November 10th. This warrant was mailed to them at Kent, Oregon, as that was the address given on the voucher.

If Patterson & Anderson will make inquiry at the postoffice at Kent, Oregon, they will, no doubt, find the warrant forthcoming. If they are not successful in locating it at that place kindly notify us and we will advise the postoffice department and have a search made.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Chief Clerk.

HHG:LM
cc. Patterson & Anderson, Grass Valley, Oregon.
cc. J. B. Russell, Resident Engineer, Grass Valley, Oregon.

...PORTLAND
...CONE, CORVALLIS
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

28PB

175-6r
Unnumbered 11/10
& Kentucky

OREGON STATE HIGHWAY COMMISSION
SALEM

The Dalles, Oregon December 1, 1923

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Patterson & Anderson request me to call your attention to the fact that they have not, as yet, received your check for the grading done by them in connection with the grade crossing over the O.W.R. & N. Co's. track, just south of Grass Valley.

This was mailed to you with the request that the same be expedited if possible, as we were veryfortunate in being able to secure them at a day's notice, to complete this grading which had been left to be done at a later date, the same having been eliminated from the Bauers & Bauers contract because of the delay of a final decision and arrangement with the Public Service Commission and the Railroad Company, they being willing to grade this gap at the unit price included in the Bauers & Bauers contract, and prompt payment ~~is~~ was promised.

If you will give this your immediate attention, the same will be appreciated.

Yours very truly,

C. W. Wanzer

C. W. Wanzer,
Division Engineer.

CWW-vc

cc J. R. Mitchell.

Approved
H. B. S

Form 3010

STANDARD
8-20-3000

UNION PACIFIC SYSTEM

OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY

File 35-85

S. MURRAY,
ASSISTANT CHIEF ENGINEER

PR #90

PORTLAND, OREGON
Oct. 30, 1923

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon.

Dear Sir:

Reference to the last paragraph of your letter to me October 19th regarding installation of a new grade crossing near Grass Valley as ordered by Public Service Commission's order No. 1001 where the Sherman Highway crosses the railroad company's Shaniko Branch.

For your information will state that the work to be performed by the Railroad Company has been completed.

Yours truly,

S. MURRAY

CC Mr. C. W. Wanzer
Division Highway Engineer
The Dalles, Oregon.

Prabert

#638

Filed

PR 90

October 19, 1925

Kent Garage,
Kent, Oregon.

Attention Mr. Frank Haynes.

Gentlemen:

Receipt is acknowledged of your letter of the 17th inst. regarding your claim against Davis & Daley, sub-contractors under Bauers & Bauers who have the contract for the construction of the Grass Valley-Kent Section of the Sherman Highway.

In reply will say that we are not in a position to pass on your claim; however, will say that all labor and material claims in connection with these contracts are protected by the bond furnished by the contractor.

We would suggest that you take the matter up with the surety on the bond furnished by Bauers & Bauers in this instance the Aetna Casualty & Surety Company, McCargar, Bates & Lively, Agents, Yeon Building, Portland, Oregon.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Chief Clerk.

HBG:LM

KENT GARAGE

FRANK HAYNES, Propr.

RECEIVED
OCT 19 1923
OREGON
STATE HIGHWAY COMMISSION

AUTO REPAIRING, ACCESSORIES, TIRES, ETC.

KENT, OREGON, Oct 17 1923.

State Highway Commission,
Salem, Ore.,

Dear Sirs;

I am writing to you to get some information in regard to a account that Davis & Daly have with me. They are sub contractors under Bauers& Bauers who have the road contract from Grass Valley to the Sherman County line. Davis & Daly claim that Bauers & Bauers are. responsible for all of their accounts and Bauers & Bauers claim that they are not. My account is for labor and material used on their truck and a touring car that they used on the job. Bauers & Bauers say now that they will pay what went on the truck but not for the car. Please give me th's information as soon as you can, if you can.

Yours Truly,
Kent Garage,
Frank Haynes

ANSWERED
H.B.G

October 19, 1923.

Mr. S. Murray,
Assistant Chief Engineer,
O. W. R. & N. Company,
Portland, Oregon.

PR #90

Dear Sir:

Reference is made to a letter written to us by our Division Engineer, Mr. C. W. Wanzer, under date of October 13th, a copy of which letter was sent to you, in which letter Mr. Wanzer calls attention to the desirability of the early completion of the planking, installation of fences and cattle guards, and so forth, in connection with the new grade crossing at Grass Valley.

We will very much appreciate anything that you can do to expedite the early completion of this work, as it is a matter of considerable importance to us, and delay may cause us considerable expense.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

SHP:TW

CC. to C. W. Wanzer, Division Engineer, The Dalles, Oregon.

STATE DUBY, BAKER, CHAIRMAN
HOMER VAN DUZER, PORTLAND
W. M. MALONE, CORVALLIS
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

28 - R.R.Crossing
File 5

OREGON STATE HIGHWAY COMMISSION

SALEM

The Dalles, Oregon October 13, 1923

REFERRED TO
Probert
BY R. A. K.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Referring to the copy of a letter received by you from Mr. S. Murray, Assistant Chief Engineer of the Union Pacific System, and forwarded to me, please be advised that Mr. J. R. Mitchell, our Resident Engineer at Grass Valley, informed me that Mr. Williams, Division Engineer of the O.W.R. & N. Company had said that he "had received a letter from the General office saying it was O. K. to go ahead with the crossing." Acting upon such information and permission, Mr. Mitchell proceeded with the grading of this crossing and has practically got the same completed as it involved only a small amount of work. Also that they had taken care of the fences so the stock could not get on to the tracks.

For your information, the grading is practically completed at this point and we have done all that we can do at the present time until the Railroad company completes the work that they were supposed to do, namely, putting in the planking at the crossing, cattle guards, etc. I wish that if you can hurry up the Railroad company to do the small amount of work that they are required to do, it would be appreciated, as the contractor who is putting on the surfacing on this section will be through with his plant operations within the next ten days and we wish to have this crossing and grading that is just completed, surfaced before he dismantles his plant. Otherwise it will cause additional expense to this department.

Yours very truly,

C. W. Wanzer

C. W. Wanzer,
Division Engineer.

RECEIVED
OCT 15 1923

CWW/vc

cc S. Murray.
J. R. Mitchell.

#638

October 16, 1925.

PR #90

Wasco Market,
Wasco, Oregon.

Attention Mr. Bert Shelton.

Gentlemen:

We have your letter of the 12th inst. transmitting your claim in amount $104.24 against Davis & Daly, sub-contractors under Bauers & Bauers who hold the contract with the state of Oregon for highway construction work between Grass Valley and Kent.

In reply will say that the surety on the bond furnished by Bauers & Bauers was the Aetna Casualty & Surety Company, McCargar, Bates & Lively, Yeon Building, Portland, Oregon, agents.

In accordance with the terms of the law would suggest that you also file your claim with the Secretary of State, Mr. Sam A. Kozer.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Chief Clerk.

HBG:LM

Noted
7-11-27

WASCO MARKET

FRESH AND CURED MEATS, LIVE STOCK

HIDES, PELTS AND POULTRY

Bert Shelton

PROP. AND MANAGER

PHONE 978

WASCO, OREGON

Oct 12" 1923

State Oregon State Highway Com.
Salem Or.

Gentlemen,

Please find enclosed a statement of cost of meat shipped by me to Davis and Daly, Contractors for Bauer & Bauer, Contractors on State highway Grass Valley & Kent. I was advised by Wm J. R. Mitchell Eng. to send this to you, and will you please give me the name & address of Bauer & Bauer, Bondsmen so I can send one to them, thanking you for any service you may render

Yours
Bert Shelton
Wasco
Or,

#638

The Aetna Casualty
+ Surety Co.
McCorgar, Cate + Lytle Attys
Yeon Bldg. Portland

RECEIVED
OCT 15 1923
INDEMNITY DIVISION

ANSWERED
H. B. G.

Wasco, Oregon Oct. 12" 1923

Davis and Daly
Merit Dr. Jo Banero & Banero. Con.
Grass Valley Dr.

RECEIVED OCT 15 1923 STATE H.

IN ACC'T WITH

WASCO MARKET

ED LEISK MANAGER

DEALERS IN FRESH AND CURED MEATS
LIVE STOCK

TERMS CASH

July	14th	84 #	Front Quarter Beef at	12¢	$ 10 08
"	"	67 #	Pork at	10¢	9 60
"	23"	45 #	Hind Quarter Beef at	12¢	5 30
"	25"	52 #	Hind Quarter " at	12¢	6 24
"	28"	81 #	Front Quarter Beef at	12¢	9 72
Aug	1st	105 #	Hind Quarter Beef at	12	12 60
"	"	10 #	Weinerwurst at	20¢	2 00
"	9th	75 #	Front Quarter Beef at	12¢	9 00
"	11"	72 #	Hind Quarter Beef at	12¢	8 64
"	"	20 #	Pork (Limmed) at	24	4 80
"	14"	113 #	Front Quarter Beef at	12¢	13 56
"	17"	70 #	Hind Quarter Beef at	12¢	8 40
"	20"	45 #	Round of Beef at	12¢	5 40
					$ 106.24

Chief Clerk.

October 16, 1923.

Aetna Casualty & Surety Company,
c/o McCargar, Bates & Lively, Agents,
Yeon Building,
Portland, Oregon.

PR #90

Gentlemen:

This letter is to advise you as surety on the bond furnished by Bauers & Bauers in connection with their contract for the construction of the Grass Valley-Kent Section of the Sherman Highway in Sherman County, that we have today received a claim against Davis & Daly, subcontractors under Bauers & Bauers, from the Wasco Market, Wasco, Oregon, for meat sold to them amounting to $106.24.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Chief Clerk.

HBG:LM

Form 2010

STANDARD
8-30-1920

6.

UNION PACIFIC SYSTEM

OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY

File 35-85

S. MURRAY,
ASSISTANT CHIEF ENGINEER

PORTLAND, OREGON

PR #90

October 8, 1923

REFERRED TO
C. R. A. K.

RECEIVED
OCT 10 1923
OREGON
STATE ... COMMISSION

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference your letter October 2nd requesting permission to proceed with the necessary grading work upon our right-of-way near Grass Valley where the Public Service Commission, by its Order No. 1001, has ordered a grade crossing of the railroad and Sherman Highway:

In reviewing this order it appears that most of the work on our right-of-way is to be performed by the Railroad Company which consists of re-arranging right-of-way fence, constructing cattle guards, wing fences and planking the crossing. The order also clearly defines the obligations of both the State and Railroad Company and in my opinion, which is confirmed by the Law Department, no further written agreement is necessary, provided the Railroad Company first performs its part of the work. As you know, there is always a possibility of stock getting onto the track if the fences are taken down so that you can do the grading work.

The order was issued on Sept. 14th and it takes us, of course, some little time to secure the necessary appropriation and get the material on the ground to perform such work as this. I am, however, urging our Operating Department to open up this crossing and perform our part of the work as soon as possible in order that you can perform your part of the work consisting of a small amount of grading and surfacing between the tracks and right-of-way line.

I trust this will be agreeable to you.

Yours truly,

S. Murray

1923 under order of the Public Utilities Commissioner we constructed a grade crossing over the tracks of Oregon-Washington Railroad & Navigation Co. (may be listed under Union Pacific) located immediately south of Grass Valley. On Sherman Hwy. Sherman County.

Do we have an easement agreement on this?

PR #90

Portland, Oregon.

Dear Sir:

In the absence of Mr. Devers, who usually handles matters of this kind for us, I am applying to you for authority to proceed with the construction of the grade crossing with your railroad line immediately South of The Town of Grass Valley.

This construction has already been delayed several weeks pending the issuance of the Public Service Commission's order, authorizing the construction of same, and as a result the grading and surfacing of the Grass Valley - Kent Section of the Sherman Highway is being quite seriously inconvenienced. We would, therefore, appreciate it greatly, if you could at once grant us authority to enter upon your right-of-way and proceed with the necessary grading work.

Unless we can expect authority to proceed within the next few days, please advise us at once as to about the date when such authority may be expected.

We would also be pleased to have you take such steps as are necessary in connection with the granting of the usual easement at this point. To assist you in this connection, we are sending under separate cover three blue print copies of a combined map and profile, showing the relation of the Sherman Highway to your railway line, and showing the parcel of right-of-way over which we desire an easement.

We thank you for your prompt attention to this matter.

Very truly yours,

ROY A. KLEIN
State Highway Engineer.

By

Office Engineer.

BHP:TW

October 2, 1923.

PR*90

Mr. S. Murray,
Assistant Chief Engineer,
O. W. R. & N. Company,
Portland, Oregon.

Dear Sir:

In the absence of Mr. Devers, who usually handles matters of this kind for us, I am applying to you for authority to proceed with the construction of the grade crossing with your railroad line immediately South of the Town of Grass Valley.

This construction has already been delayed several weeks pending the issuance of the Public Service Commission's order, authorizing the construction of same, and as a result the grading and surfacing of the Grass Valley - Kent Section of the Sherman Highway is being quite seriously inconvenienced. We would, therefore, appreciate it greatly, if you could at once grant us authority to enter upon your right-of-way and proceed with the necessary grading work.

Unless we can expect authority to proceed within the next few days, please advise us at once as to about the date when such authority may be expected.

We would also be pleased to have you take such steps as are necessary in connection with the [redacted] of the usual easement at this point. To assist you in this connection, we are sending under separate cover three blue print copies of a combined map and profile, showing the relation of the Sherman Highway to your railway line, and showing the parcel of right-of-way over which we desire an easement.

We thank you for your prompt attention to this matter.

Very truly yours,

ROY A. KLEIN
State Highway Engineer,

By

Office Engineer.

SHP:TW

September 18, 1925.

FR 90

Mr. C. H. Purcell,
District Engineer,
Bureau of Public Roads,
Post Office Building,
Portland, Oregon.

Dear Sir:

In the matter of the undercrossing just south of Moro at a point where the Sherman Highway crosses underneath the Shaniko branch of the O.-W. R. R. & N. Oregon Federal Aid Project No. 90, referred to in your letter of August 20, beg to advise that we have taken this matter up with the railroad company and have been advised by Mr. S. Murray, Assistant Chief Engineer, today that this work is now started. We anticipate that it will be carried through promptly and that there will be no further delay.

Very truly yours,

State Highway Engineer.

BAK:HI

cc C. W. Wanser

STANDARD
8-27-3000

Form 3010

UNION PACIFIC SYSTEM

OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY

FILE 74-14-P

S. MURRAY,
ASSISTANT CHIEF ENGINEER

PORTLAND, OREGON

Sept. 15, 1923

RECEIVED
SEP 18 1923
OREGON
STATE HIGHWAY COMMISSION

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Yours Sept. 13th, proposed Moro under-crossing:

For your information will state that this work is now started. There has been some delay, I understand, in securing the necessary material. The work will now go forward without further delay.

Yours truly,

S. Murray

CC: Mr. M.C.Williams,
Division Engineer,
Union Depot.

September 15, 1925

Mr. S. Murray,
Assistant Chief Engineer,
Union Pacific System,
27th and Vaughn Streets,
Montgomery-Ward Building,
Portland, Oregon.

Dear Sir:

The purpose of this letter is to inquire when you expect to begin the remodelling of your bridge on the Shanike branch just south of Moro to accommodate our Sherman Highway, which at this point crosses underneath your tracks.

Our highway has been completed nearly a year at this point and the present arrangement of the bents of the bridge constitute a considerable hazard to the traveling public.

We have placed large warning signs at each end but even these fail of their purpose in some instances.

I would appreciate it very much if this work could be expedited. Will you please advise me of your plans?

Very truly yours,

State Highway Engineer.

RAK:LM

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W[illegible] MALONE, CORVALLIS
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

The Dalles, Ore. September 12, 1923

RECEIVED
SEP 13 1923

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Referring to your letter of September 8th, relating to the completion of the under-crossing of the Shaniko Branch, just south of Moro. Please be advised that the situation stands the same as it has for the last two or three weeks.

A little sand and gravel has been delivered on the ground, but no further activity in regard to the matter, has been shown by the railroad company, although I am informed by Mr. E. B. Loken that the railroad company intends to get busy this coming week, but I have heard this before.

Enclosed please find Mr. Purcell's letter and photograph as requested.

Yours very t ruly,

C. W. Wanzer,
Division Engineer.

Encl.
CWW/vc

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No.-----

POST OFFICE BUILDING,
PORTLAND, OREG.

RECEIVED
SEP 8 - 1923
STATE

August 30, 1923.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

In making our regular inspections of Federal aid projects in the vicinity of Grass Valley, we have had occasion to note the dangerous condition existing at the under crossing of the Shaniko branch line of the O.W.R.& N.R.R., just south of Moro.

While this crossing is not on a Federal aid project, it is on one of the highways of the State 7% System, so that we are interested in the elimination of the dangerous condition existing at this point.

We understand that the Public Service Commission has already ordered a suitable structure at this point, and that the Railroad Company has agreed to do the work, but it has now been about a year since the highway was completed, and the public is still compelled to use the temporary under-pass which is far more dangerous than a grade crossing would be.

Would it not be possible for your office to bring about through the Public Service Commission, enough pressure on the Railroad Company to cause them to go ahead with the elimination of the present dangerous condition? Enclosed is a photograph of the present crossing, which might be of interest.

Very truly yours,

C. H. PURCELL, District Engineer

By _____

ACTING IN ABSENCE DIST.

Enclosure

9666

Dear Sir:

The Public Service Commission has not yet issued its order in regard to the grade crossing on the Sherman Highway immediately south of Grass Valley, but we anticipate that when this order is issued it will require that the crossing be made at an angle of forty-five degrees with the railway tracks.

In order that no time may be lost in case the order does require this change in the original location, we ask that you immediately make arrangements to have the location revised to meet this requirement, and that you supply us with complete information for the preparation of the maps, profiles, and platted cross-sections which must be furnished to the Railroad Company in connection with the acquiring of the necessary easement for the portion of the line which is within the railway right-of-way limits.

As a suggestion, we are enclosing herewith a blue print upon which we have projected two alternate revisions, one of which calls for the use of three curves, while the other calls for the use of only two, it being necessary in the latter case, however, to use a twenty-two degree curve on one side of the track and to reduce the length of the tangent at the point of crossing to about ten feet. We are inclined to believe, however, that the line calling for only two curves is the more desirable of the two.

You will fully appreciate the necessity for early action in this matter.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer .

SMP:AP

CC Mr. J. R. Mitchell, Res. Engr.
Grass Valley, Oregon

September 14, 1923.

Mr. G. W. Wanser,
Division Engineer,
The Dalles, Oregon.

PR. #90

NOTED
R.A.K.

Dear Sir:

The Public Service Commission has not yet issued its order in regard to the grade crossing on the Sherman Highway immediately south of Grass Valley, but we anticipate that when this order is issued it will require that the crossing be made at an angle of forty-five degrees with the railway tracks.

In order that no time may be lost in case the order does require this change in the original location, we ask that you immediately make arrangements to have the location revised to meet this requirement, and that you supply us with complete information for the preparation of the maps, profiles, and platted cross-sections which must be furnished to the Railroad Company in connection with the acquiring of the necessary easement for the portion of the line which is within the railway right-of-way limits.

As a suggestion, we are enclosing herewith a blue print upon which we have projected two alternate revisions, one of which calls for the use of three curves, while the other calls for the use of only two, it being necessary in the latter case, however, to use a twenty-two degree curve on one side of the track and to reduce the length of the tangent at the point of crossing to about ten feet. We are inclined to believe, however, that the line calling for only two curves is the more desirable of the two.

You will fully appreciate the necessity for early action in this matter.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

SHP:AP

CC Mr. J. R. Mitchell, Res. Engr.
Grass Valley, Oregon

August 27, 1923.

Mr. H. E. Abry,
Railway Engineer,
Public Service Commission of Oregon,
BUILDING.

PR#90

Dear Sir:

For your information in connection with the proposed grade crossing on the Sherman Highway south of Grass Valley, we hand you herewith, a copy of a letter received from Division Engineer, C. W. Wanser, in which it is stated that the grading of the highway on the location first planned has already been completed up to the railway right-of-way lines.

Any revision in the highway alignment will of course, necessitate the abandonment of a considerable portion of this completed grading.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

SHP:AP

Enclosure.

COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

28 - Grade Crossing
File 5

RECEIVED
AUG 25 1923

The Dalles, Ore. August 24, 1923

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Referring to your letter of August 23, 1923 relative to the proposed grade crossing of the O. W. R. & N. track by the Sherman County Highway at south city limits of Grass Valley. Please be advised the grading has been completed, with the exception of crossing of the Railroad's right-of-way itself between station 1036/25 north edge of right-of-way and 1038/75 south edge of right-of-way, which will require about 200 yards of material to complete the grade and in order to complete this grade between the above stations, approximately 200 yards of material have been left in the cut between station 1039/25 and 1041/00 which we estimated would finish the completion of the grading on this section.

Yours very truly,

C. W. Wanzer

C. W. Wanzer,
Division Engineer.

CWW/TC

Q 90

Letter to
O. & C. Rds.,
7-20-23.
Encl. marked on
Cert. #90, filed re
P.P. 6.

NOTED
R.A.K.

28PB - Grade Crossing.
File 5.

The Dalles, Ore., August 14, 1923.

Mr. J. R. Mitchell,
Resident Engineer,
Grass Valley, Ore.

Dear Sir:

In regard to the completion of the grading of the little strip remaining to be done at the Grass Valley crossing, you are instructed to proceed no further with the grading of this grade crossing until further notice. You probably would not do this in any case until you had received a copy of the formal order of the Public Service Commission in regard to the same.

From indications which we have received, it is very probable that the order covering this subject will be made very shortly by the Public Service Commission, and the same may designate a right angle crossing. Even if a copy of the order to that effect should be received by you, do not proceed to act in accordance therewith until you receive instructions from this office, as the Salem office may desire to ask for a rehearing of the case.

If Bauers & Bauers, or their subcontractor, the Newport Construction Company, complete all of their grading contract which covers this section excepting the grading of this grade crossing prior to a final decision in the matter, it will be best to relieve them of the grading of this grade crossing, and we will do the same later either by State forces, or some other arrangement. I do not wish Bauers & Bauers to have any claim for damages due to the fact of their being held up by this delay.

Yours very truly,

CWW:kl
cc. Mr. Roy A. Klein.

C. W. Wanzer,
Division Engineer.

Form P. R. 2

State ..... Oregon .....

Project No. ..... 90 .....

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

AMENDED FEBRUARY 28, 1919

AND

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

WASHINGTON
GOVERNMENT PRINTING OFFICE
1922

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 26th day of June, 1923

by and between the State Highway Commission of Oregon (

), constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended by act approved February 28, 1919 (40 Stat., 1189), entitled "An Act Making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," and by Act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes":

Whereas the Highway Department of said State submitted on the 5th day of January, 1923, a project statement, which was approved by the Secretary on the 16th day of March, 1923, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 16th day of March 1923, and approved by the Secretary on the 8th day of June, 1923; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of seventy-one thousand, one hundred ten and 57/100

dollars ($71,110.57) as the share of the United States payable under said act on account of said project, which does not exceed 61.15673 per cent of the total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT.

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State from sale of bonds authorized by Legislature under Chapter 175, Laws of 1917, and Chapter 31, Laws of 1920 (Include amount, date, and citation of act of legislature by which authorized.)

*(b) By the count. ..... of ..... (Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

such funds having been placed under the direct control of the Highway Department by ..... (State how placed under direct control of Highway Department.)

*(c) By the count..... of ..... (Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

*(d) .....

ROAD EMBRACED IN PROJECT.

ARTICLE II. This agreement covers the following road as described in detail in said surveys, plans, and specifications:

Between survey station 1023 at Grass Valley and survey station 1692+33.4 at Kent terminal points, a distance of 12.58 miles, known locally as Grass Valley-Kent Section of the Sherman Highway, Sherman County.

CHARACTER AND METHOD OF CONSTRUCTION.

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.

(*b*) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT.

ARTICLE IV. The United States pro rata share of the cost of said project shall not in any event exceed

(*a*) the said sum of seventy-one thousand, one hundred ten and 57/100

dollars, certified to the Secretary of the Treasury as above mentioned, being 61.13673

per cent of one hundred sixteen thousand, three hundred fourteen and 00/100

dollars, the approved total estimated cost of said project, nor (*b*) the said per centum of the value of the labor and materials which shall have been actually put into the construction of said project in conformity to said plans and specifications.

PAYMENTS.

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of the said certified sum, or so much thereof as may be due under the terms hereof, to .....

.....
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the ..... of .....
(State or county.) (Name.)

(Strike out if not appropriate.)

STRICKEN OUT

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to .....

the State Treasurer

.....
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(State or county.) (Name.)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $ 18,341.02 per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT.

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: .....
(Include reference to statute authorizing

RESOLUTION

In view of the fact that the State Highway Commission was authorized by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways.

IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 237 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties for which a suitable contract will be entered into, will be suf-

ments of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $18,341.02 per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT.

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:

(Include reference to statute authorizing

RESOLUTION

In view of the fact that the State Highway Commission was authorized by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways.

IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 237 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties for which a suitable contract will be entered into, will be sufficient to maintain all state roads constructed by the State Highway Commission or jointly by the Commission and the Federal Department of Agriculture, as provided for in the Federal Aid Road Act, and

BE IT RESOLVED, that the state assumes responsibility to the Federal Government for the proper maintenance of all highways constructed in cooperation with the Federal Government under any federal act providing for cooperative road construction, the state to make whatever arrangements with the various counties it may deem necessary to meet this obligation in accordance with the laws of the state of Oregon and the Federal Aid Road Act, and any other Federal Law that may have been, or may be, enacted to further road improvement in the State of Oregon.

I, Roy A. Klein, duly appointed Secretary for the Oregon State Highway Commission, hereby certify the above resolution was unanimously adopted by the Oregon State Highway Commission, at its regular meeting held at Salem, Oregon on August 7, 1917, all members being present and voting, and at a special meeting held in Portland on September 25, 1917, a majority being present and voting, when an amendment was made to the original resolution to make it read as above.

ROY A KLEIN

Secretary

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the ..... upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: .....
(Include reference to statute authorizing funds, probable amount annually available, and how will be placed under direct control of Highway Department.)

*(*b*) By the ..... upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .....
(Include reference to statute authorizing funds and probable amount annually available.)

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: .....

*(Strike out if not appropriate.)

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 8th day of June, 1923.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department.)

By C. M. Duby
Chairman, State Highway Commission
(Title of officer.)

By H. H. Saunders
Member, State Highway Commission
(Title of officer.)

By Thos. Malarkey
Member, State Highway Commission
(Title of officer.)

[SEAL.]

By .....
(Title of officer.)

By .....
(Title of officer.)

C. M. Bagley
ACTING Secretary of Agriculture.

[SEAL.]

FORM NO. PR. 8

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, as amended by "An Act making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," approved February 28, 1919, and by "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," approved November 9, 1921 (42 Stat., 212).)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between survey station 1028 at Grass Valley and survey station 1692+33.4 at Kent locally known as the Grass Valley-Kent Section of the Sherman Highway, Sherman County, and designated in the records of this Department as Project No. 90, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $116,314.00 as the total estimated cost of said project, and the sum of $71,110.57 as the share of the United States, payable under said acts on account of such project, which does not exceed 61.13673 per cent of said total estimated cost.

Done in the District of Columbia, this 8th day of June one thousand nine hundred and Twenty-three, as witness my hand and the seal of the Department of Agriculture.

C. W. Pugsley

ACTING Secretary of Agriculture.

GOVERNMENT PRINTING OFFICE 8—4823

July 12, 1923.

Mr. Geo. A. Kemp,
Mr. H. B. Kilburn,
Mr. W. A. Odell,
Grass Valley, Oregon.

PRH11

Gentlemen:

Receipt is acknowledged of your letter of the 10th inst., stating that you have been working for Bauers & Bauers since May 21, 1923, but have received no money for your services to date. You also state that you were informed by Mr. Emery that Bauers & Bauers had received no money from the state on this contract to date, and requesting the correctness of his statement.

Please be advised that the first estimate due Bauers & Bauers for this work, amounting to $5,800.00, was mailed to them on July 9. They could not have received it earlier than July 10, which verifies the statement made by Mr. Emery.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

Chief Clerk.

RBG:HI

Grass Valley Oregon
July 10-1923

Dear Sir-

We the undersigned truck drivers on the Bauers & Bauers Contract (Paving) #638.
Grass Valley Ext. project
Have received no pay from the above firm since beginning work on May 21-1923.

The Superintendent Mr. A. D. Emery informs us that they have received no money from the State of Oregon on this contract.

Would greatly appreciate a statement from you as to the correctness of Mr. Emery's assertion

Yours Truly

Geo. A. Kemp
W. E. Tilbury
H. A. Odell

To Roy A. Klein
State Highway Engineer.

RECEIVED
JUL 12 1923
OREGON
STATE HIGHWAY COMMISSION

approx $5800 on July 9

NOTED
R. A. K.

July 6, 1923.

Mr. J. R. Mitchell,
Resident Engineer,
Grass Valley, Oregon.

PR #90

Dear Sir:

We are enclosing herewith copies of correspondence which we have had with Contractors Bauers and Bauers in regard to the method of measurement of quantities upon which royalty should be paid to the Eastern Oregon Land Company, this in connection with the Bauers and Bauers contract for the surfacing of the Grass Valley-Kent Section.

According to the agreement between Bauers and Bauers and the Eastern Oregon Land Company, the quantity of rock upon which royalty is to be paid is to be measured in place which would seem to indicate measurement in original position. As we do not believe that the Eastern Oregon Land Co pany would be willing to accept settlement on that basis and as measurement in original position would entail considerable extra expense to the Department, we have considered it advisable to get the consent of Bauers and Bauers to measurement aboard trucks and other carriers, the same as we measure surfacing materials.

This basis of measurement seems to be agreeable to Bauers and Bauers and it will therefore not be necessary for you to accurately determine the quantities of rock excavated from the quarry concerned. It will be necessary, however, for you to make some approximate determination of the number of cubic yards of material produced from rock excavated within the right-of-way limits. This can probably be done with very little trouble from the preliminary cross-sections of the quarry which, according to Bauers and Bauers' letter of June 26, have already been taken by you. I would suggest that in estimating the number of cubic yards of crushed materials produced from the rock excavated within the right-of-way lines, you assume that one cubic yard of solid rock will produce one and one-half cubic yards of crushed material.

In view of the fact that the amount of the royalty is only four cents per cubic yard, it seems to me that an approximate estimate of the quantity of rock excavated from within the right-of-way lines will be all

that is necessary, and I would suggest that you do not go to any considerable expense in accurately determining these quantities. Our contract stipulates that the contractor shall acquire the right to excavate materials and shall pay all royalty, and it is only as a matter of convenience that we have agreed to make the royalty payments for the contractor, and to estimate the quantities upon which the royalty is to be paid. In showing on your monthly estimates the quantities of rock upon which royalty is to be paid to the Eastern Oregon Land Company, and the quantity which is to be deducted from the payments to the contractor, you should show the quantity of crushed product taken from the quarry concerned, less the quantity which you estimate as having been produced from rock excavated from within the right-of-way lines. With the final records which you submit for this project, please include a statement showing how the royalty quantities have been arrived at and how your estimate of the quantity of material produced from within the right-of-way lines has been arrived at.

If I have not made myself clear in the above, or if there are reasons why the basis of measurement as above outlined, is not practicable, please let us hear from you.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer .

SHP:AP

CC Mr. C. W. Wanser, Div. Engr.,
The Dalles, Oregon.

July 5th, 1923.

Bauers & Bauers,
Dayton, Washington

Gentlemen:

Receipt is acknowledged of your letter of June 27 in regard to the basis of measurement of quantities of rock upon which royalty is to be paid to the Eastern Oregon Land Company; this in connection with your contract for the grading and surfacing of the Crass Valley-Kent Section. In this letter you state that you are willing to authorize payment to the Eastern Oregon Land Company for rock taken from the quarry "on the basis of measurement in place on the roadway, as per the estimate furnished by the Resident Engineer."

While this statement might be construed to mean measurement of the surfacing after the rock has been deposited and compacted, we are inclined to believe that your intended meaning was loose measure aboard trucks or other carriers, which is the basis of measurement used by us in the payment for materials used in surfacing construction.

Unless we hear from you to the contrary, we shall make our payments to the Eastern Oregon Land Company based upon loose measurement aboard trucks, and we shall allow payment to that Company for the number of cubic yards of surfacing and maintenance materials placed by you under your Grass Valley-Kent Contract, less such part of these quantities as our Engineer estimates to have been produced from rock excavated from within the right-of-way limits. The deductions to be made from your estimates to cover the payment of royalty will be made upon the same basis.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

JHP:AP

BAUERS & BAUERS
GENERAL CONTRACTORS
DAYTON, WASH.

RECEIVED
JUN 29 1923

June 27,1923

State Highway Commission

Salem,Oregon

Gentlemen;- Attention Mr S H Probert

Referring to your letter of the 26th,we are willing to authorize payment to the Eastern Oregon Land Company for rock taken from the quarry on the basis of measurement in place on the roadway,as per the estimate furnished by the resident engineer, but wish to call your attention to the fact that a part of this rock is taken from the right of way,provision for which is made in our contract with the Eastern Oregon Land Company. We refer you to clause five of the contract.

Concerning the measurement of the rock,a cross section of the pit was made before the same was opened,and we have complied with clause one of the contract,by notifying them that rock was to be taken from right of way,and they have ,or should have,as they say" devised efficent measurement"etc.

We suggest that they be paid for all the rock after the first 1000 yards,and that that amount be retained until completion, at which time the cross section can be made and the remainder,if any settled for. The cost of cross section will not be borne by this company,as the contract with them implies that they shall measure it.

Thanking you for your letter,and hoping that you will find this method satisfactory,we are,

Sincerely yours,

Bauers & Bauers

By

June 26, 1928.

Bamers and Bamers,
Dayton, Washington.

Gentlemen:

Reference is made to your agreement with the Eastern Oregon Land Company in regard to the use of rock from the property of that Company in the surfacing of the Grass Valley-Kent Section of the Sherman Highway.

This agreement provides that royalties on the rock used will be paid direct to the Eastern Oregon Land Company by the State Highway Commission, and that the amounts so paid will be deducted from the amounts earned by your Company under the surfacing contract. There is some uncertainty in the agreement as to the basis of measurement of the quantities upon which royalty is to be paid, and before we can make any payments to the Eastern Oregon Land Company, we must have a definite agreement as to what this basis of payment is to be.

It is our usual practice in the payment of royalties to allow payment upon the number of cubic yards of crushed rock measured loose in trucks or other carriers at the point of loading, and we desire that this basis of measurement apply in this particular instance. However, it is possible to interpret the agreement as allowing payment of royalty only upon the number of cubic yards of rock measured in original position prior to excavation and crushing. Measurement on this basis would entail considerable extra expense, which expense we will have to charge to your Company as a part of the expense incurred by the State Highway Commission in acquiring this source of material. Measurement on this basis, in order to be accurate, would call for the cross-sectioning of the quarry site prior to the excavation of any materials, and we do not believe that this cross-sectioning work was performed, although we are not certain in regard to this point. Another feature that makes measurement on this basis difficult is the necessity of excluding from the rock quantities, the quantities of overburden, which will probably entail some approximation.

In view of the above considerations, and in view of the fact that the royalty of four cents per cubic yard being charged by the Western Oregon Land Company is very low, we would recommend that you approve payment of royalty on the basis of the number of cubic yards of crushed product.

Please advise us at your early convenience as to your attitude in this matter.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer .

SHP:AP

CC Mr. C. W. Wenzer, Div. Engr.,
The Dalles, Oregon.

The Bureau of Public Roads,
Post Office Bldg.,
Portland, Oregon.

April 12, 1923.

PR - 90

Gentlemen:

Herewith we are enclosing ~~six~~ copies of estimate as basis for project agreement on the Grass Valley-Kent Section, Oregon Project #90.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer

Dict. by J. W. De Souza

~~XX~~

~~enc.~~

OREGON STATE HIGHWAY DEPARTMENT — Project No. 89

CROSS VALLEY-EAST SECTION OF THE OREGON HIGHWAY

IN SHERMAN COUNTY

(Estimate as Basis for Project Agreement. Based on Contract Prices.)

Salem, Oregon, April 11, 1923

All Required		Clearing and Grubbing		$ 25.00
75,000	cu.yds	Common Excavation	.32	24,000.00
3,500	cu.yds	Solid Rock Excavation	1.60	5,600.00
7,000	sta.yds	Overhaul	.05	350.00
1,800	lin.ft.	12" Corr. Galv. Iron Pipe	1.35	2,430.00
900	lin.ft.	18" " " " "	2.15	1,935.00
300	lin.ft.	24" " " " "	4.00	1,200.00
180	cu.yds	Class "A" Concrete	25.00	4,500.00
80	cu.yds	Class "C" Concrete	29.00	2,320.00
18,500	lbs	Metal Reinforcement	.07	1,295.00
20	cu.yds	Rip Rap	3.25	65.00
14,000	cu.yds	Surfacing, Top Course	2.25	31,500.00
14,000	cu.yds	Surfacing, Base Course	2.10	29,400.00
2,000	cu.yds	Filler	.40	1,120.00
		Sub-total		$ 105,740.00
		10% Engr. & Cont.		10,574.00
		Total		$ 116,314.00

Length of Project 12.56 Miles

Cost per Mile $ 9,245.94

State Funds Available $ 45,203.43
Federal Aid Requested 71,110.57

$ 116,314.00

Federal Aid Recommended _____

28PB

REFER IN REPLY TO
S4P
R. A. K.

28PB - Grade Crossing.
File 5. The Dalles, Ore., April 10, 1923.

Mr. S. Murray, Assistant Chief Engineer,
Union Pacific System,
27th and Vaughn Streets,
Portland, Oregon.

RECEIVED
APR 11 1923
STATE HIGHWAY COMMISSION

Dear Sir:

Replying to your letter of April 3rd, it is the intention of the Highway Department to make a grade crossing of the Shaniko Branch of the O.W.R.& N. about one-half mile south of Grass Valley. The Highway Department is now applying to the Public Service Commission for an early hearing on this matter, and your Company will no doubt be furnished with all the information very soon.

Yours truly,

C. W. Wanser,
Division Engineer.

AMA:kl

cc. Mr. Roy A. Klein.

STATE OF OREGON :
: SS
COUNTY OF MULTNOMAH :

I, E. I. PRATHER, being first duly sworn, on oath depose and say that I have a sub-contract with the King Construction Company, which Company is a sub-contractor of Bauers and Bauers, who have entered into a contract with the State of Oregon for the construction work on the State Highway in Sherman County, known as the Sherman Highway, and that I am applying for a certified copy of the contract of the State of Oregon with Bauers and Bauers, together with a certified copy of Bauers' and Bauers' bond for use in the event that a court action is necessary to compel the King Construction Company to pay whatever amounts may be due me under my contract.

And further Affiant saith not.

E. I. Prather

Subscribed and sworn to before me this 18th day of January, A. D. 1923.

B. E. Bauers
Notary Public for Oregon,
My Commission Expires Oct. 21, 1923

Form No. 39.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date March 31st 1923, 192...

Job Name Grass Valley-Kent — *Week from* 24th *to* 31st

Mail Address Grass Valley

Highway Sherman — *Telegraph or Telephone Address* Grass Valley

County Sherman — *Job Prefix* 28PB — *Express and Freight Address* " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Understood on the 25th that the R/W had not been acquired called up the County Judge at Wasco ,and he and Commissioner Peet went over line Monday and made satisfactory arrangements with all but the Eastern Oregon Land Co. it was necessary for the Court to take up the matter in Portland with their representative,received a 'Phone from Mr.Wanzer on Thursday that all R/W had been arranged for

No delay to Contractors on account of R/W.

Hiall Bros began grading on mile 20 ,Thursday,camp at Sta.1066 P.O.Address Grass Valley.

Bauer & Bauer setting up camp at Sat.1398 near quarry site, P.O.Address Kent.

Sup't Emery for Bauer & Bauer has requested that I stake out proposed quarry site,it being necessary to institute condemnation proceedings against the Eastern Oregon Land Co.

The Newport Construction Co. began grading at Sta 1427-1450 on the 29th with a small force.

Party setting slope stakes and referencing points during week

Weather generally fair.

APR 3 1923

VOTED

WANZER

Signed J.R.Mitchell

Title Res.Eng'r.

(See back of this sheet for instructions and detailed information.)

Form

Job

Hig

Cou

ins

GRADING CONSTRUCTION

Total miles of grading on project 12.6

Miles completed 0

Miles completed except finishing 0

Miles covered by contractor's forces ¾

Miles cross-sectioned 4

Miles cross-sections completed and checked 2

Miles to be remeasured

Number men in Engineering Party 4

Contractor's average force for week 18 *men,* 36 *teams,* 0 *steam shovels*

Grading work will be completed about Aug.31st

ROCK OR GRAVEL SURFACING

Total miles surfacing on project

Miles completed

Miles partially done

Average daily yardage placed this week

Average daily yardage necessary to complete on time

Contractor's average force for week *men,*

teams, *trucks*

Percentage of total required yardage now in place

Surfacing will be completed about

Number men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem Office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE.—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project

Miles paving completed

Average daily sq. yds. this week

Miles shoulders completed both sides

Contractor's average force for week *men,*

teams, *trucks*

Percentage of total required yardage now in place

Job will be completed about

Number men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job 28P.B. *Percentage* 98

Other jobs *Percentage*

Other jobs *Percentage*

Other jobs *Percentage*

Form No. 39.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date March 24th, 1923, *192*

Job Name Grass Valley-Kent

Week from 18th *to* 24th

Mail Address Grass Valley

Highway Sherman

Telegraph or Telephone Address Grass Valley

County Sherman *Job Prefix* 28 P.B. *Express and Freight Address* Grass Valley

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Line retraced from Sta.1028 to 1692/33.4

Contractor Bauers was here on the 17th looking over the quarry site at Sta 1412, said that crushing plant would be here inside of a week or ten days.

This section has been sublet to the Newport Construction Co. who will establish a camp at Sta.1418 within the next few days.

M.W.Allen reported as instrumentman on the 23rd.

Camps fpr this section will also be established at Grass Valley by subcontractor Mr Hiatt who has miles 20,21 & 22, Tom Davis will camp at Sta.1239 having miles 23,24,25, and a portion of 26, the Newport Construction Co taking care of the balance of work on this section. The P.O.address of contractors on this section will be Grass Valley.

Weather for this week has been cold and windy.

(See back of this sheet for instructions and detailed information.)

Signed J.R.Mitchell

Title Res.Eng'r.

GRADING CONSTRUCTION

Total miles of grading on project 12.6

Miles completed 0

Miles completed except finishing 0

Miles covered by contractor's forces 0

Miles cross-sectioned 2

Miles cross-sections completed and checked 2

Miles to be remeasured 0

Number men in Engineering Party 4

Contractor's average force for week 0 *men,*

0 *teams,* 0 *steam shovels*

Grading work will be completed about Aug. 31st.

ROCK OR GRAVEL SURFACING

Total miles surfacing on project

Miles completed

Miles partially done

Average daily yardage placed this week

Average daily yardage necessary to complete on time

Contractor's average force for week *men,*

teams, *trucks*

Percentage of total required yardage now in place

Surfacing will be completed about

Number men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem Office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE.—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project

Miles paving completed

Average daily sq. yds. this week

Miles shoulders completed both sides

Contractor's average force for week *men,*

teams, *trucks*

Percentage of total required yardage now in place

Job will be completed about

Number men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job 28 P.B. *Percentage* 100

Other jobs *Percentage*

Other jobs *Percentage*

Other jobs *Percentage*

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS,

DISTRICT No. 1.

MAR 12 1923

IN YOUR REPLY PLEASE

REFER TO FILE No.....

POST OFFICE BUILDING,
PORTLAND, OREG.

March 10, 1923.

Mr. Herbert Nunn,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

In reviewing the plans for Oregon 90, it is noted that a 3'x 6' concrete culvert is provided at Station 1489+50, and another at Station 1499+50.

An examination of the cross section sheets indicates that it may be possible to eliminate both these structures by means of a channel change.

Therefore, we request that no work be started on these structures until one of our engineers can make a field inspection with your local representative.

Very truly yours,

C. H. Gibbs

District Engineer.

Grass Valley - Kent

Copies to Burns Wangel

Form No. 39.

FR90

OR[illegible] STATE HIGHWAY DEPARTM[illegible]

FIELD ENGINEER'S WEEKLY REPORT

Date Mar 3, 1923

Job Name Grass Valley Ext.

Week from Feb 25 to Mar 4

Mail Address Grass Valley

Highway Sherman

Telegraph or Telephone Address Vinton Hotel

County Sherman Job Prefix ZEPF

Express and Freight Address Grass Valley,

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

We left the Fossil Grade Project Wednesday, moving to Grass Valley. The party arrived in Grass Valley at 10 P.M. Ford car broke down 15 miles from [illegible] so I tied car in with my personal car. The wrong rear [illegible] but had it repaired next day.

Started setting line at beginning of project each station is 10277.62' P.C.T. and have line traced to Station 11400 also check levels to Station 11000 so will start cross sections as soon as I receive profile from Salem.

The roads are very bad from here to Kent, but are drying very fast. The last three days the weather was very cold and windy. Snowed Friday.

Yours Very Truly

MAR 9 1923
OREGON
STATE HIGHWAY COMMISSION

NOTED
MAR

Signed C R Burch

Title Res Engr.

(See back of this sheet for instructions and detailed information.)

GRADING CONSTRUCTION

Total miles of grading on project 12.58

Miles completed 0

Miles completed except finishing 0

Miles covered by contractor's forces 0

Miles cross-sectioned 0

Miles cross-sections completed and checked 0

Miles to be remeasured .....

Number men in Engineering Party 3

Contractor's average force for week 0 *men,*

0 *teams,* 0 *steam shovels*

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE.—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem Office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

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Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job 28PB *Percentage* 100%

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

The Bureau of Public Roads,
Post Office Bldg.,
Portland, Oregon.

February 23rd, 1923.

PR - 90

Gentlemen:

Herewith we are enclosing six copies each of estimate and unit price analysis, and four copies of special provisions on the Grass Valley-Kent section, Oregon project #90.

Four blue print sets of plans and one blue print set of cross sections are today being forwarded to you under separate cover. The plans are complete except for drawing #1903, covering the design of a double 3' x 3' concrete box culvert. This drawing is now being prepared and will be forwarded to you as soon as completed.

Very truly yours,

HERBERT NUHN
State Highway Engineer

By

Office Engineer

Dict. by J. W. De Sousa

ER

enc.

Oregon State Highway Department — Project No. 90.

Grass Valley-Kent Section of the Sherman Highway

in Sherman County.

(Estimate with plans. Not as basis for project agreement)

Salem, Oregon, Feb. 17, 1923.

All Required	Clearing and Grubbing		$ 100.00
75,000 cu. yds.	Common Excavation	$ .30	22,500.00
3,500 cu. yds.	Solid Rock Excavation	1.25	4,375.00
7,000 sta. yds.	Overhaul	.05	350.00
1,800 lin. ft.	12" Culvert Pipe	1.60	2,880.00
900 lin. ft.	18" " "	2.50	2,250.00
300 lin. ft.	24" " "	3.25	975.00
180 cu. yds.	Class "A" Concrete	35.00	6,300.00
80 cu. yds.	Class "C" Concrete	30.00	2,400.00
18,500 lbs.	Metal Reinforcement	.10	1,850.00
20 cu. yds.	Rip Rap	3.00	60.00
14,000 cu. yds.	Surfacing, Top Course	2.95	41,300.00
14,000 cu. yds.	Surfacing, Base Course	2.45	34,300.00
2,800 cu. yds.	Filler	.40	1,120.00
		Sub-total	120,760.00
		10% Engr. & Cont.	12,076.00
			$ 132,836.00

Length of project 12.58 miles.

Cost per mile $10,559.30

State Funds Available	$130,836.00
Federal Aid Requested	2,000.00
	$ 132,836.00

Oregon State Highway Department — Project No. 90.

Grass Valley-Kent Section of the Sherman Highway

in Sherman County.

Analysis of Estimated Surfacing Price

Royalty	.05
Quarrying & Crushing	1.05
Hauling (3.2 mi. @ .25)	.80
Spreading & Finishing	.20
Prep. Subgrade	.05
Supt. & Overhead	.20
	2.35
15 % Profit	.35
Est. bid price	$ 2.70

Differential of 50¢ estimated between base course and top course materials.

SPECIAL PROVISIONS

Grass Valley-Kent Section and

Kent-Wasco County Line Section

CLASSIFICATION OF EXCAVATION

Excavation will be classified on the two classification basis described on Page 21 of the standard specification form.

CULVERT PIPE

Culvert pipe to be used under this contract shall be corrugated galvanized iron pipe. Bids on other types will not be considered.

BROKEN STONE SURFACING

Preparation of Subgrade:

Before spreading the surfacing materials, the contractor shall, by means of blades, graders, fresnoes, or other suitable equipment, shape up the roadbed, bringing same to uniform crown and grade, with a surface free from ruts, humps, and depressions.

The subgrade shall be prepared only a short distance ahead of the surfacing operations, and after having once been prepared, shall be maintained true to crown, grade and uniform surface until covered.

In no event shall any surfacing materials be placed upon any section of the subgrade which is not, in the opinion of the Engineer, in a condition suitable and satisfactory for surfacing.

Number of Courses and Cross-sections

The number of courses in which the surfacing shall be laid, and the cross-section to which it shall be constructed shall, in general, conform to the specifications in the paragraph below and to the attached or accompanying typical cross-section plan, but these features shall be subject to such changes as may be ordered by the Engineer to take care of varying subgrade conditions.

In general, the surfacing shall be constructed in two courses of approximately equal average thicknesses. The top

course shall entirely cover and overlap the bottom course as indicated in the typical cross-ection plan. The finished surfacing shall have a bottom width of eighteen (18) feet and a top width of fourteen (14) feet, and it shall have an average thickness of eight (8) inches.

Materials:

All broken stone shall be clean, hard, tough and durable, and shall be free from soft, thin, elongated or laminated pieces. The loss by abrasion when tested in the manner described in Bulletin No. 555 of the U. S. Department of Agriculture shall not exceed eight (8) per cent.

Prospective, but not guaranteed, sources of suitable rock are indicated upon the plans. The contractor shall commence the development of no source of materials until the rock available from it has been tested and approved, by the State Highway Department Testing Laboratory, and until it has been approved by the Engineer.

Contractor to Acquire and Develop Sources of Material:

The contractor shall acquire and develop such sources of material as are required for the prosecution of the work. He shall pay all royalties, shall remove overburden, shall provide hauling roads, and shall bear all expense incidental to the securing, furnishing and delivering upon the work of all surfacing materials required.

In case the contractor is unable to make arrangements for the taking of materials from the available sources without compliance to unreasonable restrictions or the payment of exhorbitant royalties, the State Highway Commission, at the contractor's written request, will institute condemnation proceedings, or take such other steps as may seem advisable for the securing of materials from the particular source or sources involved.

It is understood that the contractor will bear all expense of the condemnation proceedings, and all other expense to which the State Highway Commission may be put, and will pay such royalty costs or other consideration as the Court may award, or as may be otherwise fixed.

Sizes of Materials:

Base course materials shall all pass a screen having one and one-half (1½) inch circular openings. It shall contain not more than fifty (50) per cent of material passing a three-quarter (3/4) inch circular opening, nor more than twenty-five (25) per cent of material passing a one-quarter (1/4) inch square opening. It need not contain any material passing a three quarter (3/4) inch circular opening, but it shall be well graded from the maximum one and one-half (1½) inch size to its minimum size of three-quarters (3/4) inch or below.

Top course materials shall all pass a screen having three-quarter (3/4) inch circular openings and shall contain not to exceed thirty-five (35) per cent of materials passing a one-quarter (1/4) inch square opening. It shall be well graded from the maximum three-quarter (3/4) inch size to dust.

Means to Prevent Separation of Fine from Coarse Materials:

In the handling of materials, the contractor shall use means which will prevent, as far as possible, a separation of the fine from the coarse materials. As far as possible, materials in being transferred into stock piles, bins, or vehicles shall be dropped vertically.

Hauling:

To assist in the compacting or surfacing materials, the contractor will be required to do his hauling, as far as practicable, over the surfacing as it is placed. The construction of surfacing shall in all cases begin at the point nearest the point of loading materials and shall progress away from that point. The base course shall at all times be in place at least one mile in advance of the top course.

Dragging:

The contractor shall do such blading and dragging of both the base and top courses as may be necessary to bring them to a uniform grade and crown with a smooth and even surface, and as may be necessary to maintain them free from ruts and true to the crown, grade and surface to which they are first constructed. They shall be so maintained until covered, or until all surfacing to be constructed under the contract is completed.

Sprinkling and Rolling:

If, in the opinion of the Engineer, the surfacing materials should be sprinkled or rolled during the course of construction, the sprinkling or rolling shall be done by the contractor and paid for as "extra work", or shall be done by state forces without cost to the contractor.

Finishing Shoulders and Cleaning Ditches:

After the surfacing has been placed and compacted, the earth shoulders shall be leveled down and the entire roadbed, inclusive of ditches, trimmed up so as to provide a uniformly crowned and well drained cross-section, as indicated on the plans. All excess excavated materials and all loose stones and rock fragments that may be dragged to the surface shall be deposited on the sides of embankments or otherwise disposed of to the satisfaction of the Engineer.

Measurement and Payment:

Payment for the construction of surfacing as above specified shall be made at the prices bid per cubic yard for surfacing of the particular kinds and classes included among the bid items. The quantity of any kind or class of material to be paid for shall be the number of cubic yards of that kind or class of material furnished, delivered and incorporated in the work. Measurement shall be loose measure aboard trucks or other conveyances at the point of their loading.

The unit price bid shall be understood to cover preparation of subgrade, the furnishing, screening, crushing, hauling, spreading and compacting of materials, the trimming of shoulders, the cleaning out of ditches, and all other work involved in the construction of the finished surfacing at the grade and to the cross-section indicated on the plans, and in accordance with these provisions.

MAINTENANCE MATERIALS

Materials for maintenance shall conform in every respect to the specifications given for materials to be used in the construction of the top course of the surfacing. They shall be placed in neat, well formed piles of 100 cubic yards each, spaced at intervals of approximately one mile.

The exact positions of the piles shall be as ordered by the Engineer.

[illegible] made at [illegible]

Payment shall be made at the unit price bid for maintenance material, and this price shall be understood to include the furnishing, screening, crushing, hauling and piling of materials and the leveling-off and preparing of the sites upon which the materials are to be piled.

MAINTENANCE IN CASE OF FAILURE TO COMPLETE AS SPECIFIED

In case the contractor fails to complete the work to be done under this contract within the time specified, with the result that work must be carried over the winter of 1923-24, the contractor shall maintain the roadbed and surfacing during the winter months, and in the spring he shall regrade the roadbed, reshape the surfacing, and do all things necessary to place the roadbed in proper condition to be surfaced and to place the uncompleted surfacing in a proper condition for the continuance of the work. The job will not be considered to be completed until all erosion and damage occurring during the winter months has been repaired, and until the whole of the roadbed and surfacing is in the same finished condition that it would have been in at its completion, had it been completed on time.

All expense incurred in connection with the maintaining, regrading, repairing, and refinishing as above specified shall be borne by the contractor; provided, however, that he will be allowed payment at his unit bid prices for the excavation of slides and for the excavation of materials necessary to build settled fills back to proper grade; and further provided, that he will be relieved of maintenance and repair expense in connection with sections of the project more than two miles in length which are entirely completed prior to the specified date for completion.

Maintenance of surfacing, as above specified, to be done shall include all such dragging and blading as may be necessary to keep whatever surfacing materials are on the road free from ruts, properly crowned and in good usable condition.

FILLER

Where the engineer so directs, there shall be added to and incorpora ted with the surfacing materials, a "filler" of sand, loam or other suitable material. Materials for this purpose shall be obtained from such sources as the Engineer may select, and shall be dry and finely pulverized.

The course of surfacing in connection with which the filler is to be used, shall, immediately before the application of the filler, be shaped up and brought to uniform crown, cross section and grade, free from all ruts and inequalities. The filler shall then be spread uniformly over the course of surfacing, the spreading to be done by hand from piles of filler material dumped at convenient intervals alongside the work. The quantity of filler to be used shall be as the engineer may order.

In no case shall filler material be obtained from embankment shoulders, or slopes, and when filler material is obtained from within the right-of-way limits, the excavation therefor shall be left neatly trimmed and properly drained.

Filler shall be paid for at the price bid per cubic yard, loose measure, for that item. This price shall be understood to include and cover the excavation, hauling, and spreading of the filler material and the incorporation of same with the surfacing materials in accordance with these specifications; provided, however, that for such filler material as must be hauled more than five hundred (500) feet the contractor will be paid in addition to his bid price for filler a price for "filler-haul" of twenty-five (25) cents per cubic yard for each mile, or fraction thereof, of haul in excess of five hundred 9(500)feet.

When filler materials are obtained and hauled in such manner as to be not susceptible of accurate measurement, the quantity to be paid for shall be estimated by the engineer in such manner as appears to him to be most equitable.

6-10-22

Form 2A—20244—2M—1-23.

R. A. BOOTH, EUGENE, CHAIRMAN
J. B. YEON, PORTLAND
W. [illegible] BARRATT, HEPPNER
COMMISSIONERS

NOV. A. KLEIN, SECRETARY AND ASSISTANT ENGINEER

HERBERT NUNN
STATE HIGHWAY ENGINEER

P 90

OREGON STATE HIGHWAY COMMISSION

28PB - Maps.
File 50.

SALEM
The Dalles, Ore., Feb. 6, 1923.

Mr. Herbert Nunn,
State Highway Engineer,
Salem, Oregon.

FEB 8 1923

Dear Sir:

Mr. J. H. Scott forwarded direct to your office data on revision in line just north of Kent, on the Grass Valley-Kent Section of the Sherman Highway. As soon as the 400 foot scale map is corrected to show this revision, it is requested that you forward one blue print copy of this map to Mr. J. H. Scott, at Wasco, and also one copy for The Dalles Division office files.

Yours truly,

C. W. Wanzer

C. W. Wanzer,
Division Engineer.

AMA:kl

cc. Mr. J. H. Scott.

ANSWERED
S. H. Probert

Form 2A—30945—4M—12-22.

R. A. BOOTH, EUGENE, CHAIRMAN
J. B. YEON, PORTLAND
W. L. BARRATT, HEPPNER
COMMISSIONERS

ROY A. KLEIN, SECRETARY AND ASSISTANT ENGINEER

HERBERT NUNN
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
SALEM

2. P3 2.P0
Revised location thru Kent

Wasco Oregon, February 4, 1923

PR #90

Mr Herbert Nunn,

State Highway Engineer.

Salem, Oregon,

RECEIVED
FEB 6 1923
STATE HIGHWAY COMMISSION

Dear Sir:

Herewith by special delivery, I am sending you the transit, level and topography notes, platted cross sections, blue print maps scale 1"=400', and the profile showing quantities and distribution, of the revision of Compton's and Burns' location thru Kent on the Sherman Highway.

You will note that the grade line is laid high. This is on account of snow conditions and that the soil is shallow so it is better to resort to borrow rather that higher classification in the bottom of cuts. I have not summarized the quantities as I have no data as to where the mile posts come. I would suggest that 10% be added to the quantities for ditches, culvert excavation, road approuches etc and that the classification be about 10% intermediate for the entire job unless the job is a one classification job.

In the topog notes all fences and buildings are tied in and this will give ties to the platted property in Kent. There was several inches of frost in the ground and this slowed up our work and the contractors were badly in need of stakes North of Wasco so we had to get back. There are sufficient ties for the present purposes and corners can be tied in later if necessary. I have made no map as this can be quickly plotted onto the original maps and completes the record.

You will note that the line cuts across platted property in Kent. I had run the line in the street but the county court and the owners requested the line across the property so I made the change. The Court have inspected the line and approve it and have arranged for most of the right of way.

E.O.

Yours truly

cc to C. J. Wenzer Div. Engr.

Dist Engr

STATE Oregon

PROJECT NO. 90
(Not to be filled in.)

FORM P R 1
BUREAU OF PUBLIC ROADS
U. S. DEPT. OF AGR.

PROJECT STATEMENT

AS REQUIRED BY

FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916, AND AMENDED BY ACT APPROVED FEBRUARY 28, 1919.

(Date) January 5, 1923.

THE SECRETARY OF AGRICULTURE,
Washington, D. C

SIR:

The State of Oregon, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat. 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder,

does hereby submit by its State Highway Commission constituting the State Highway Department of said State, this project statement for the rural post road herein described, which it is proposed to construct under the provisions of said Act and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Act. The work

will be done under the direct supervision of the State Highway Department under authority of Chapter 31, Laws of 1920
(Cite statutes and resolutions or orders giving Highway Department jurisdiction.)
, in strict conformity to the provisions of the said Act and to said

Rules and Regulations. After construction of the said road it will be properly maintained by State Highway Department assumes responsibility for maintenance

1. Local name of road Grass Valley-Kent Section of the Sherman Highway
2. Located between Grass Valley and Kent, County of Sherman
3. Points of beginning and ending From Grass Valley to one mile north of Kent. More particularly from Sta 1028 to Sta 1636/16.8
4. Length in miles (gross) 12.39 (net) 12.39

NOTE.—In preparing the Project Statement attention is directed to the Rules and Regulations. In all cases a sketch plan shall accompany statement.

3—1246

5. Miles of project used as post route _____; miles not used as post route _____

6. If a major portion of the project is not a post route, or if the project is not a "connecting link," give the facts showing the general status along the entire project as follows: Whether the country is thickly or sparsely settled; if the latter, the probability of increased settlement; the purposes for which the contiguous lands are used, their fertility and general character; whether desired for and capable of more intensive development; and such further facts as will tend to show the general character of the community in which the road is located and the need for and desirability of constructing or improving the same.

(Use additional sheets, if necessary, and indicate the sections referred to by same letters as on sketch map.)

7. Places on the project having a population of 2,500 or more as shown by the latest Federal census and mileage of each [redacted]

8. Tolls collected on roads or bridges on this project, if any [redacted]

9. Is project part of State's five-year program heretofore submitted? No

10. Purpose project will serve and relation it bears to the road system of the State. (See Reg. 3, Sec. 1, and Reg. 4, Sec. 1.) Portion of Sherman Secondary Federal Aid Highway

11. Improved roads adjacent or contiguous and type of each Surfaced road on north and south.

(Give distinguishing marks to identify on sketch map.)

12. Through traffic, approximate average daily number of (*a*) trucks 8, (*b*) passenger motor vehicles 20, and (*c*) horse-drawn vehicles —

13. Local traffic, approximate average daily number of (*a*) trucks 5, (*b*) passenger motor vehicles 20, and (*c*) horse-drawn vehicles 4

14. Description and present condition of traveled way Unimproved earth road

8—4264

15. Proposed width of surfacing 18; feet between ditches 24; approximate maximum gradient 8 per cent.

16. Proposed type of construction Grading and Surfacing

17. Location, nature, and extent of deposits of local materials suitable for use on this project several quarry sites along Finnegan Creek
(Where practicable show by distinguishing marks on sketch map.)

18. Location and length of each bridge to be built or rebuilt requiring a length of more than 20 feet
none
(Designate each by the same distinguishing marks as on sketch map.)

19. State's share of cost of construction will be provided by State
(State or (and) county.)

20. Amount of funds which are / will be available for construction: (a) State $ 123,674.45 and any additional amounts required. Sale of bonds authorized.
(Amount.) (Source; refer to statute.)

(b) County
(Amount.) (Source; refer to statute.)

21. Funds for maintenance to be provided by State
(State or (and) county.)

RESOLUTION

In view of the fact that the State Highway Commission was authorized by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways;

IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 237 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties for which a suitable contract will be entered into, will be sufficient to maintain all state roads constructed by the State Highway Commission or jointly by the Commission and the Federal Department of Agriculture, as provided for in the Federal Aid Road Act; and

BE IT RESOLVED, that the state assumes responsibility to the Federal Government for the proper maintenance of all highways constructed in cooperation with the Federal Government under any federal act providing for cooperative road construction, the state to make whatever arrangements with the various counties it may deem necessary to meet this obligation in accordance with the laws of the State of Oregon and the Federal Aid Road Act.

none

(Designate each by the same distinguishing marks as on sketch map.)

19. State's share of cost of construction will be provided by State

(State or (and) county.)

20. Amount of funds which are / will be available for construction: (a) State $ 123,674.45 and any additional amounts required. Sale of bonds authorized.

(Amount.) (Source; refer to statute.)

(b) County

(Amount.) (Source; refer to statute.)

21. Funds for maintenance to be provided by State

(State or (and) county.)

RESOLUTION

In view of the fact that the State Highway Commission was authorized by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways;

IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 237 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties for which a suitable contract will be entered into, will be sufficient to maintain all state roads constructed by the State Highway Commission or jointly by the Commission and the Federal Department of Agriculture, as provided for in the Federal Aid Road Act; and

BE IT RESOLVED, that the state assumes responsibility to the Federal Government for the proper maintenance of all highways constructed in cooperation with the Federal Government under any federal act providing for cooperative road construction, the state to make whatever arrangements with the various counties it may deem necessary to meet this obligation in accordance with the laws of the State of Oregon and the Federal Aid Road Act, and any other Federal Law that may have been, or may be, enacted to further road improvement in the State of Oregon.

I, Roy A. Klein, duly appointed Secretary for the Oregon State Highway Commission, hereby certify that the above resolution was unanimously adopted by the Oregon State Highway Commission, at its regular meeting held at Salem, Oregon, on August 7, 1917, all members being present and voting, and at a special meeting held in Portland on September 25, 1917, a majority being present and voting, when an amendment was made to the original resolution to make it read as above.

Roy A. Klein

Secretary.

certified copies of resolutions or orders, if any, attached hereto or previously submitted [illegible] Highway

respecting the State funds which are or will be available for construction.....

.....

.....

23. List of attached or previously submitted certified copies of resolutions or orders by the county or other local subdivision of the State respecting the funds which are or will be available for construction and maintenance. (See Sec. 5, Reg. 4).....

.....

.....

.....

24. List of forms of the contract and of the contractor's bond attached hereto or previously submitted and proposed to be used in connection with this project State Highway Department standard forms of contract and contractors bond.

.....

.....

.....

25. Reconnaissance estimate of cost of project:

Made by _____ Date _____, 19____

Approximate Quantity.	Unit.	Item.	Price.		Amount.	
	Cu. yds.	Excavation, ____% rock				
	Sq. yds.	Surfacing of				
All Required		Clearing and Grubbing			100	00
65,000	cu. yds	Common Excavation		30	19,500	00
650	cu. yds	Intermediate Excavation		60	390	00
2,750	cu. yds	Solid Rock Excavation	1	25	3,437	50
5,000	sta. yds	Overhaul		05	250	00
		Structures of 20′ span or under				
		Structures over 20′ span				
		Other items				
1,720	lin. ft.	12" Culvert Pipe	1	60	2,752	00
820	" "	18" " "	2	50	2,050	00
260	" "	24" " "	3	25	910	00
160	cu. yds	Class "A" Concrete	35	00	5,600	00
90	cu. yds	Class "C" Concrete	30	00	2,700	00
17,000	lbs.	Metal Reinforcement		10	1,700	00
20	cu. yds	Rip Rap	3	00	60	00
27,000	cu. yds	Surfacing	2	70	72,900	00
3,000	cu. yds	Filler		40	1,200	00
				Subtotal	114,249	50
				10% Engineering and Contingencies	11,424	95
				Total	125,674	45

Length, 12.39 miles.

Cost, $ 10,143.21 per mile.

This estimate approved by:

_____

(Title) Office Engineer

26. Amount of Federal aid desired _____

(State in lump sum or percentage, but not both.)

27. Payment desired on completion or as work progresses as work progresses

28. Official, officials, or depository authorized by State law to receive public funds of the State or county and designated by the State Highway Department to receive Federal funds for this project Treasurer of the State of Oregon, Salem, Oregon.

29. Additional remarks

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

Oregon State Highway Commission
(Official title of Highway Department.)

By

Chairman
(Title of officer.)

By

Commissioner
(Title of officer.)

By

Commissioner
(Title of officer.)

8—4356

OREGON STATE HIGHWAY DEPARTMENT

SKETCH MAP ACCOMPANYING

OREGON PROJECT STATEMENT No. 90&91

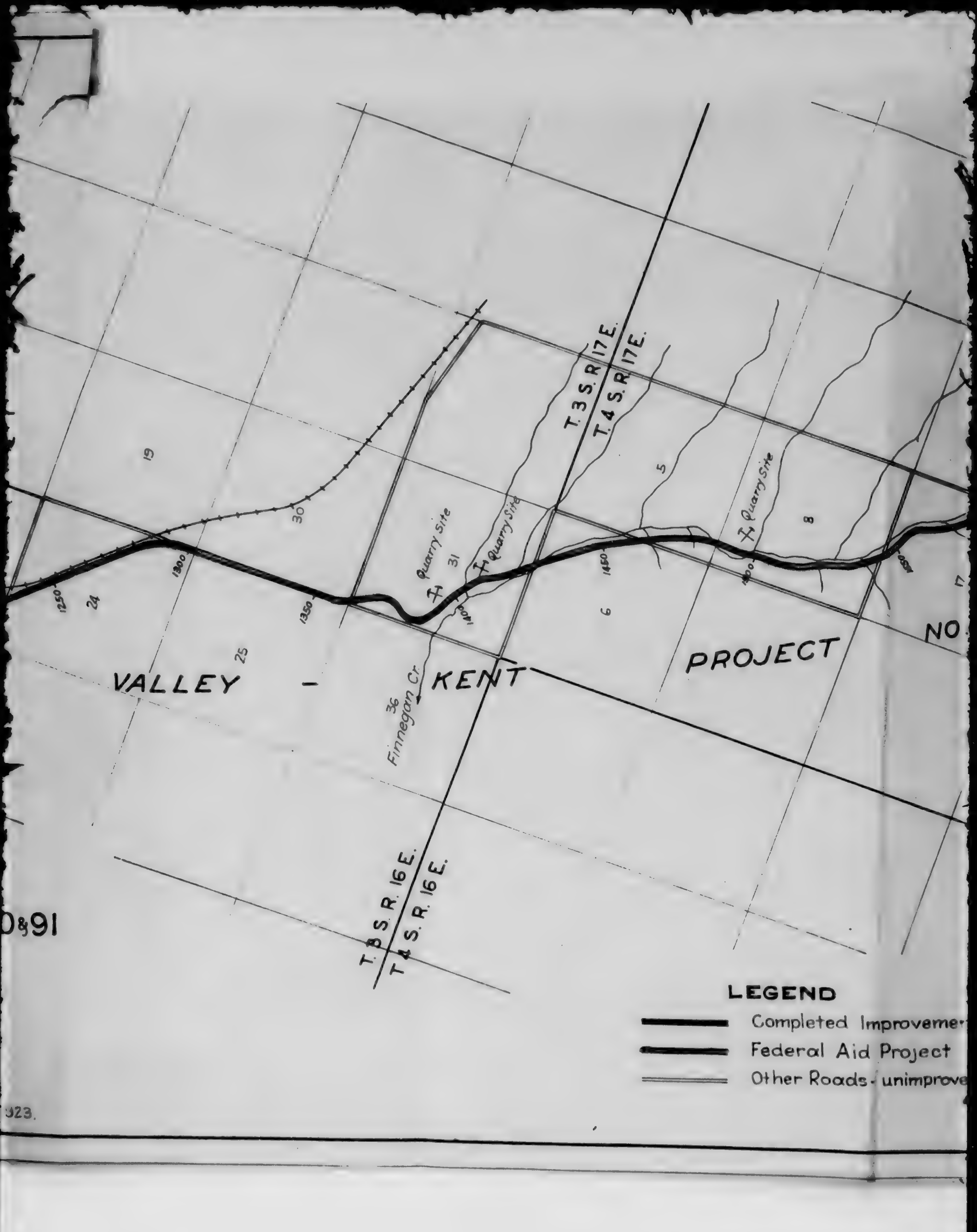
SHERMAN HIGHWAY

GRASS VALLEY TO KENT & KENT TO WASCO CO. LINE

SHERMAN CO.

Scale 1½ in = 1 Mi

Jan 1923.


T.3 S. R. 17 E.
T.4 S. R. 17 E.
T.3 S. R. 16 E.
T.4 S. R. 16 E.
Quarry Site
Quarry Site
Quarry Site
Finnegan Cr.
VALLEY – KENT PROJECT
NO
0&91
LEGEND
Completed Improveme
Federal Aid Project
Other Roads - unimprove

MAIN TRAVELED

KENT - WASCO

T 4S. R 17E.

T 5S. R 17E.

KENT

O.W.R.R. & N. CO.

BEGINNING OF PROJECT
Sta 0+00

END OF PROJECT
Sta 1686+68

NO. 90

+ Cemetery

Improvements
Aid Project
ds - unimproved.

END OF PROJECT Sta. 417

SHERMAN CO
WASCO CO

T.5S.R.17E.
T.6S.R.17E.

PROJECT No. 91

Quarry Site Sta. 342

WILCOX

Quarry Site Sta. 189

MAIN TRAVELED ROAD

WASCO CO. LINE

PROJECT - WASCO CO. LINE

35 34 27 28 22 21 15 16 10 9 3 4

400 350 300 250 200 150 100

T.5S.R.17E.
T.6S.R.17E.
SHERMAN CO.
WASCO CO.
To Shaniko
END OF PROJECT
Sta. 417+87.2
35
34
400
16
Quarry Site
Sta 342
27
350
28
300
22
21
250
WILCOX
15
16
200
CO. LINE
PROJECT NO.

CONTRACT #639,

SEE:

CONTRACT #638

639 SEE: Contract 638

CONTRACT #643,

SEE:

CONTRACT #573,

643 SEE: Contract 573

CONTRACT #639

PR 91 Kent-Wasco Co. Line 1923-1924

#639

PR 91 Kent-Wasco Co. Line 1923-1924

#639

RECEIVED
NOV 19 1936
FOR FILING

91

November 18, 1936

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Lane-Wasco County Line Section, F. A. Project No. 91.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. H. Nash/EH
Encl.

Oregon State Highway Department — Federal Aid Project No. 91

[redacted] COUNTY LINE SECTION

OF THE SHERMAN HIGHWAY IN SHERMAN COUNTY

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, November 16, 1936

STATEMENT OF COMPLETED FEDERAL AID WORK

Total Cost, Roadway- -	$90,057.36
Federal Aid Paid, Roadway- - - - - - - - - - - - - - - - - - -	53,342.23
Emergency Advance Funds Paid, Roadway- - - - - - - - - - - -	4,896.62
Length -	7.893 miles

NEW WORK

Surfacing and Oiling (Sta. 356+23 to 417+87.2)

3,600	cu. yds.	4½" - 2" Rock in Base	$1.20	$ 4,320.00
1,700	cu. yds.	¾" Rock in Base and Shoulders	1.25	2,125.00
170	cu. yds.	Filler	0.30	51.00
340	yd. mi.	Hauling Filler	0.12	40.80
250	M-Gals.	Sprinkling	2.00	500.00
1.15	miles	Preparation of Base	75.00	86.25
820	cu. yds.	Mineral Aggregate in Place	2.00	1,640.00
94	tons	No. 3 Road Oil in Place	22.00	2,068.00
		Subtotal		$10,831
		10% Engr. & Cont.		1,083
		Total		$11,914
		Length	1.154 miles	
		Cost per mile	$10,324	

Federal Aid Funds Requested- - - - - - - - - - - - - - - - - -	$ 7,270 (61%)
State Funds- -	4,644
	$11,914

State Funds for Construction: Chap. 175, laws 1917; Chap. 71, laws 1920
State Funds for Maintenance: Chap. 41, laws 1927

RECEIVED
NOV 19 1936
FOR FILING

91

September 11, 1936

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of revised estimate to accompany plans and specifications for surfacing and oiling work on the Wilcox-Hasco County Line Section, F. A. Project No. 91.

Five blueprint copies of the revised summary sheet are being sent under separate cover.

These papers have been revised in accord with your request by telephone by excluding the section between Stations 311+00 and 356+23 from government cooperation.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department — Federal Aid Project No. 91

KENT-WASCO COUNTY LINE SECTION

OF THE SHERMAN HIGHWAY IN SHERMAN COUNTY

(Estimate to accompany plans and specifications. Not as basis for modified agreement.)

Salem, Oregon, September 11, 1936

STATEMENT OF COMPLETED FEDERAL AID WORK

Total Cost, Roadway	$ 90,057.36
Federal Aid Paid, Roadway	$ 53,332.23
Emergency Advance Funds Paid, Roadway	$ 4,896.62
Length	7.893 miles

NEW WORK

Surfacing and Oiling (Sta. 356+23 to 417+87.2)

3,600	cu. yds.	4½" - 2" Rock in Base	$ 1.45	$ 5,220.00
1,700	cu. yds.	¾" Rock in Base and Shoulders	1.65	2,805.00
170	cu. yds.	Filler	0.40	68.00
340	yd. mi.	Hauling Filler	0.20	68.00
250	M-Gal.	Sprinkling	2.00	500.00
1.15	miles	Preparation of Base	150.00	172.50
820	cu. yds.	Mineral Aggregate in Place	2.70	2,214.00
94	tons	No. 3 Road Oil in Place	26.00	2,444.00
			Subtotal	$ 13,491.50
			10% Engr. & Cont.	1,349.15
			Total	$ 14,840.65

Length 1.154 miles
Cost per mile $ 12,860.18

Federal Aid Funds Requested	$ 9,052.79	(61%)
State Funds	5,787.86	
	$ 14,840.65	

September 9, 1936

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans and specifications for surfacing and oiling work on the Wilcox-Nasco County Line Section, F. A. Project No. 91.

Five bid proposals and five blueprint copies of the plan's summary and typical section sheet are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department — Federal Aid Project No. 91

KENT-WASCO COUNTY LINE SECTION

OF THE SHERMAN HIGHWAY IN SHERMAN COUNTY

(Estimate to accompany plans and specifications. Not as basis for modified agreement).

Salem, Oregon, September 9, 1936

STATEMENT OF COMPLETED FEDERAL AID WORK

Total Cost, Roadway	$ 90,057.36
Federal Aid Paid, Roadway	$ 53,332.23
Emergency Advance Funds Paid, Roadway	$ 4,896.62
Length	7.393 miles

NEW WORK

Surfacing and Oiling (Sta. ~~[illegible]~~ 356+23 to 417+37.2)

3,600	cu. yds.	4½" – 2" Rock in Base	$ 1.45	$ 5,220.00	
1,700	cu. yds.	2" Rock in Base and Shoulders	1.65	2,805.00	
170	cu. yds.	Filler	0.40	68.00	
340	yd. mi.	Hauling Filler	0.20	68.00	
250	M-Gal.	Sprinkling	2.00	500.00	
1.15 ~~1,98~~	miles	Preparation of Base	150.00	~~297.00~~	172.50
820 ~~1,480~~	cu. yds.	Mineral Aggregate in Place	2.70	~~3,996.00~~	2,214.00
94 ~~260~~	tons	No. 3 Road Oil in Place	26.00	~~6,760.00~~	2,444.00
		Subtotal		~~$ 16,898.00~~	13,491.50
		10% Engr. & Cont.		~~1,689.80~~	1349.15
		Total		~~$ 18,587.80~~	14,840.65
		Length	1.154 ~~2,984~~ miles		
		Cost per mile	$ ~~9,368.85~~ 12,860 18		

9,052.79

Federal Aid Funds Requested	~~$ 11,338.55~~	(61%)
State Funds	~~7,249.25~~	5,787.86
	~~$ 18,587.80~~	
	14,840.65	

RG-91

June 25, 1934.

Bates, Lively & Pearson,
General Insurance Agents,
300-309 Yoon Building,
Portland, Oregon.

Gentlemen:

In reply to your letter of the 24th inst. requesting information in connection with Bowers & Bowers contract No. 439 for the construction of the Kent-Wasco County Line Section of the Sherman Highway, will say that the total amount of this contract was $71,802.29 none of which was payment for force account work.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

RBG:LM

BATES, LIVELY & PEARSON

GENERAL INSURANCE AGENTS

300-308 YEON BUILDING

PORTLAND, OREGON

PAUL C. BATES
K. V. LIVELY
W. E. PEARSON

June 24, 1924.

GENERAL AGENTS FOR

AETNA LIFE INSURANCE CO.
OF HARTFORD, CONN.
ACCIDENT AND HEALTH
COMPENSATION
LIABILITY
LIFE

AETNA CASUALTY & SURETY CO.
OF HARTFORD, CONN.
AUTOMOBILE
BURGLARY
FIDELITY AND SURETY
PLATE GLASS
SPRINKLER LEAKAGE

THE AUTOMOBILE INSURANCE CO.
OF HARTFORD, CONN.
AUTOMOBILE INSURANCE
PARCEL POST
MARINE
FIRE

CITY OF NEW YORK INSURANCE CO.
OF NEW YORK
AUTOMOBILE
FIRE

CENTURY INSURANCE CO., LTD.
OF EDINBURGH, SCOTLAND
FIRE

THE NATIONALE FIRE INSURANCE CO.
OF PARIS, FRANCE
FIRE

HARTFORD STEAM BOILER
INSPECTION & INSURANCE CO.
STEAM BOILERS
FLY WHEEL
ENGINE

Oregon State Highway Commission,
Salem,
Ore.

In re: Contract No.639 - Kent-Wasco County Line Section of the Sherman Highway in Sherman County.
Contractors Bauers & Bauers.

Gentlemen:-

We have your letter advising that final settlement under the above contract will be made on or after June 16th. Will you kindly advise us the total amount of this contract?

Yours very truly,

BATES, LIVELY & PEARSON

By M. L. Lieuallen

MLL/m

Total Paid: $71,502.29
No Force

ANSWERED
H. B. G.

PR #91

June 12th, 1924.

Mr. R. T. Morgan,
Moro, Oregon.

Dear Sir:

Final payment to Bauers & Bauers for the grading and surfacing of the Kent-Wasco County Line Section of the Sherman Highway has been made, and we are now in a position to furnish you with the exact quantities of excavation allowed between Stations 0+00 and 106, which quantities are as follows:

Roadbed Excavation:		
	Common Excavation	19,477.6 cubic yards
	Overhaul	3,547 yard stations
Cut Ditch Excavation:		
	Common Excavation	9.3 cubic yards
Culvert Excavation:		
	Common Excavation	93.3 cubic yards

Very truly yours,

HOY A. KLEIN
State Highway Engineer

By

Office Engineer

SHP:TW

March 19th, 1924.

Mr. R. T. Morgan,
Moro, Oregon.

Dear Sir:

We have delayed replying to your letter of March 6th, expecting to receive information from the field which would enable us to give you the final quantities of excavation between Stations 0+00 and 106 of the Kent-Wasco County Line Section of the Sherman Highway. This information seems to have been delayed for some reason, and it now appears that it may be as much as two or three weeks before we will be in a position to give you the exact quantities that will be allowed contractors Bauers & Bauers, for the work between the Stations mentioned.

We will keep your letter before us and as soon as the information is available, we will furnish it to you.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

3HP:TW

Moro Ore
March 4 1924

Ore State Highway Commission
Salen

Gentlemen

Im writing to ask you what the final estimate was, for the ~~grading~~ excavation of the Kent - Avasco Co. line Section of the Sherman Highway between Stations 0+00 and 104 as we havent yet been able to get any satisfaction from Baure and Baure and would like to turn it over to the boardman

Very Truly yours
R T Morgan
Moro
Ore

excavating
~~work~~ done by Ransier and Morgan

ANSWERED
S. H. Probert

Chief Clerk.

Dict. by J. McFarland.

OR 91

June 6, 1924.

The Aetna Casualty & Surety Company.
Bates, Lively & Pearson, Agents.
Yeon Building.
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 652 for the construction of the Kent-Wasco County Line Section of the Sherman Highway in Sherman County, consisting of 7.91 miles of grading and surfacing, has been completed by the contractors, Bowers & Bowers, and that final settlement will be made with said contractors for work done under said contract on or after June 16th 1924.

The State has been advised of several claims against this contract, copies of which have been forwarded to your office, but assumes no responsibility for these or any other claims which may be filed against this work.

This notice is served upon you as surety on the bond furnished in connection with this contract.

Very truly yours,

ROY A. KLEEN,
State Highway Engineer,

By

H. B. Glainyer,
Chief Clerk.

Dict. by J. McFarland.

PR #91

May 27, 1924.

Bauers & Bauers,
Maupin, Oregon.

Attention Mr. Bauer.

Gentlemen:

Reference is again made to your letter of May 24th, requesting a statement of the quantities moved between certain station limits on the Kent-Wasco County Line Section.

In our reply to your letter under date of May 26th, we confused the Kent-Wasco County Line Section with the Grass Valley-Kent Section, and the estimate referred to therein as having been returned to Resident Engineer Mitchell, was the estimate for the Grass Valley-Kent Section rather than for the Kent-Wasco County Line Section.

The final estimate for the Kent-Wasco County Line Section has been checked and the voucher covering final payment on same is today being mailed to your Dayton, Washington office together with a copy of the final estimate sheet. The estimate sheet shows a segregation of the quantities within the limits mentioned in your letter, but as same is going to your Dayton office, we will give the quantities here for your information.

1. The quantities of excavation between Stations 211 and 331, exclusive of excavation for culvert pipe and culvert headwalls, are as follows:

   Roadbed Excavation:
   14,758.2 cu.yds. Common Excavation
   969 yd.sta. Overhaul

   Cut-ditch Excavation:
   75.4 cu.yds. Common Excavation

2. The quantities of excavation between Stations 365 and 418, exclusive of excavation for culvert pipe and culvert headwalls, are as follows:

Roadbed Excavation:

4,749.7	cu.yds.	Common Excavation
1,810.9	"	Solid Rock Excavation
1,006.0	yd.sta.	Overhaul

Cut-ditch Excavation:

86.8	cu.yds.	Common Excavation
65.4	"	Solid Rock Excavation.

Very truly yours,

ROY A. KLEIN
State Highway Engineer.

By

Office Engineer.

3HP:FW

May 26th, 1924. 26 PC

Bauers & Bauers,
Maupin, Oregon.

Attention Mr. Kades.

Gentlemen:

Receipt is acknowledged of your letter of May 24th, requesting the exact quantities of excavation between certain station limits on the Kent-Wasco County Line Section of the Sherman Highway.

We would be pleased to furnish you with this information, but within the past few days the final estimate as checked and corrected in this office was returned to Resident Engineer Mitchell for confirmation or corrections, and we have not retained a corrected copy. This final estimate should again be in our hands within the next week at the latest, and immediately thereafter a copy of same will be forwarded to you.

If, when the estimate is returned, we find that it does not show a segregation of quantities in accordance with the station limits mentioned in your letter, we shall determine from the job records which will be returned along with the final estimate, the quantities which you desire.

We trust that the arrangement which we have outlined above will not be unsatisfactory.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

SHP:2W

BAUERS & BAUERS
GENERAL CONTRACTORS
DAYTON, WASH.

May 24, 1924.

Maupin Oregon Office.

Roy A Klein, State Highway Engineer,
Salem, Oregon.

Dear Sir:

Concerning our contract on the Kent to Wasco County Line Section of the Sherman Highway.

In the settlement with our subcontractors we find it necessary to know the exact quantities moved by Patterson and Anderson between stations 211 ⁄00 and 330 ⁄00, separate from the culvert excavation and also between stations 365 ⁄ 00 and 418 ⁄00 separate from the culvert Header excavation.

We would like to request that your office furnish us with this information if it is possible to do so.

Hoping that this request is within the bounds of a reasonable service, we are,

Yours very truly,
Bauers & Bauers,
By Glenn Eades.

ANSWERED
S. H. Probert

PR-41

May 27, 1924.

Kenilworth Motor Truck Company,
506 Mercer Street,
Seattle, Washington.

Gentlemen:-

Relative to the matter of payments to Bauers & Bauers for the construction of the Kent-Wasco County Line Section, state highway contract No. 639, please be advised that we are today mailing to Bauers & Bauers the final voucher covering the county's share of the cost of this work. This voucher is for the amount of $1,339.61, and it will, no doubt, be honored and paid by the Wasco County Court within the next few days. The county payments for this work will be closed, so far as this department is concerned, at that time.

The state's share of the final payment, which amounts to $1,095.88, is now in voucher form and is being mailed out to the contractor for signature today. This will be executed by the Highway Commission after it is returned to us by Bauers & Bauers, and as soon as it is fully executed it will be forwarded to the Secretary of State for the issuance of a warrant. This will most likely take the greater part of ten days to accomplish.

Contract No. 638 has not yet been finalled and we have not been informed as to how soon the final notes will be checked over in connection with this project.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

HBG:HI

PG-90

#639

2800

May 15, 1924.

Bates, Lively & Pearson,
General Insurance Agents,
Yeon Building,
Portland, Oregon.

Attention Mr. George A. Mercer, Adjuster.

Gentlemen:

We have your letter of the 13th inst. enclosing a release of the claim of George L. Kingsbury against Bauers & Bauers in connection with their contract for the grading and surfacing of the Kent-Wasco County Line Section of the Sherman Highway.

This notice is being placed on file.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

ACCIDENT AND LIABILITY DEPARTMENT
ÆTNA LIFE INSURANCE COMPANY
THE
ÆTNA CASUALTY AND SURETY COMPANY
AUTOMOBILE INSURANCE COMPANY
OF HARTFORD CONNECTICUT
MORGAN B. BRAINARD, PRESIDENT.

BATES, LIVELY & PEARSON,
GENERAL AGENTS,
YEON BUILDING.
GEORGE A. MERCER, ADJUSTER.

PORTLAND, ORE., May 13th, 1924.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

I am inclosing herewith a release signed by Geo. L. Kingsbury who has a claim filed with you against Bauers & Bauers as a result of baled hay sold to Davis & Daly, subcontractors of Bauers & Bauers.

Hoping that this release will enable you to correct your records accordingly, I beg to remain.

Very truly yours,

George A. Mercer, Adjuster.

By J. W. Yoakum.

JBP/S
Enc.

ANSWERED
H. B. Q.

THOMAS MANNIX
ATTORNEY AND COUNSELLOR AT LAW
404 YEON BUILDING
MAIN 2310
PORTLAND, OREGON

Received of Jane ~~Doe~~ Doe

~~$367.10~~ in full payment of my

claim on ~~account~~ account of

~~duty~~.

George L. Kinney

Witness:
F. G. Ankeli
May 12, 1925

expires 4-31-94

FR 91.

March 29, 1924.

Messrs A Sauers,
Dayton, Washington.

Gentlemen:

At the request of the Secretary of State we are enclosing herewith certified copy of corrected notice of claim which has been filed in his office by Leroy Duling covering work performed by himself and teams, against you in amount $666.98 in connection with your contract No. 639 for the grading and surfacing of the Kent-Wasco County Line Section of the Sherman Highway in Sherman County.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. E. Glaisyer,
Chief Clerk.

HEG:LM
Encl.

PR 91

March 29, 1924.

Aetna Casualty & Surety Company,
c/o McCargar, Bates & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

Enclosed herewith please find certified copy of corrected notice of claim which has been filed in the office of the Secretary of State by Leroy Duling covering work performed by himself and teams in amount $664.93 for Bauers & Bauers in connection with their contract No. 639 for the grading and surfacing of the Kent-Wasco County Line Section of the Sherman Highway in Sherman County.

This copy is mailed to you at the request of the Secretary of State as you appear as surety on the bond furnished by Bauers & Bauers in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. R. Glaisyer,
Chief Clerk.

HRG:LM
Encl.

F 239-280.0 PD91

March 29, 1924.

Mr. Sam A. Kozer,
Secretary of State,
B u i l d i n g.

File F. H. 91.

Attention Mr. M. J. Mees, Filing Division.

Dear Sir:

Receipt is acknowledged of your letter of the 27th inst. enclosing three copies of certified copy of corrected notice of claim of Mr. Leroy Duling against Bauers & Bauers in connection with their contract No. 639 for the grading and surfacing of the Kent-Wasco County Line Section of the Sherman Highway in Sherman County.

Complying with your request we are forwarding one copy of this notice to Bauers & Bauers and one to the Aetna Casualty & Surety Company, surety on the bond furnished by Bauers & Bauers in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LH

C. N. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

#634
G+M
Mill Pln Fd
Jem

file P.R. #91

March 27, 1924.

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received from Mr. Lewis H. Irving, Atty., Madras, Oregon, and filed as of this date a corrected notice of claim by Leroy Duling for work performed by himself and teams in the sum of $666.93 against the bond taken from Bauers & Bauers, principals, and the Aetna Casualty & Surety Company, surety, for the work of constructing the Kent-Wasco county line section of the Sherman Highway.

We are enclosing three certified copies of this corrected notice of claim, being one for your files, one for transmission, if desired, to Bauers & Bauers and one to their surety.

Kindly make formal acknowledgment of the copies, and oblige.

Yours very truly,

FILING DIVISION,

By M. J. Haas

B.

ANSWERED
H B.G.

United States of America

TO THE STATE OF OREGON: Notice is hereby given that the undersigned, Leroy Duling, has a claim for work performed by himself and his teams for 11906.7 cubic yeards of common excavating on the Kent-Wasco county line section of the Sherman highway between stations 106 and 213; said work having been done under a contract, No. 639, entered into with Daly and Davis, subcontractors of Bauers and Bauers, in the sum of Two Thousand One Hundred, fourty-three and 21/100 ($2143.21) Dollars, less the sum of One Thousand, Four Hundred, Seventy-six and 28/100 ($1476.28) Dollars, paid thereon making a total unpaid balance of Six Hundred, Sixty-six and 93/100 ($666.93) Dollars, against the bond taken from Bauers and Bauers, principals, and the Aetna Casualty & Surety Company, surety, for the work of constructing the Kent-Wasco county line section of the Sherman highway.

LEROY DULING

STATE OF OREGON)
) ss.
County of Jefferson)

I, Leroy Duling, being first duly sworn, upon oath say: that the above and foregoing notice of claim is a true and correct statement to the best of my knowledge, information and belief.

LEROY DULING

Subscribed and sworn to before me this 24th day of March 1924.

Francis E. Marsh
Notary Public for Oregon

(Seal)

My commission expires Oct. 21,1927.

ENDORSED:

File No. 375
Corrected notice of claim by Leroy Duling for work performed by himself and teams in the sum of $666.93 against the bond taken from Bauers & Bauers, principals and the Aetna Casualty & Surety Company, surety, for the work of construction the Kent-Wasco County line section of the Sherman Highway.

Filed Mar. 27, 1924, SAM A. KOZER, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of the corrected notice of claim by Leroy Duling for work performed by himself and teams in the sum of $666.93 against the bond taken from Bauers & Bauers, principals, and the Aetna Casualty & Surety Company, surety, for the work of constructing the Kent-Wasco county line section of the Sherman Highway with the original thereof filed in the office of the Secretary of State on March 27, 1924, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with the endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 27th day of March, A. D. 1924.

Sam A. Kozer

Secretary of State.

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of the corrected notice of claim by Leroy Duling for work performed by himself and teems in the sum of $666.93 against the bond taken from Bauers & Bauers, principals, and the Aetna Casualty & Surety Company, surety, for the work of constructing the Kent-Wasco county line section of the Sherman Highway with the original thereof filed in the office of the Secretary of State on March 27, 1924, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with the endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 27th day of March, A. D. 1924.

Sam A. Kozer

Secretary of State.

By _____

Deputy.

#639-2 F 991

March 15, 1924

Mr. Sam A. Kosor,
Secretary of State,
B u i l d i n g.

Attention Mr. L. J. Enos, Filing Division.

Dear Sir:

Receipt is acknowledged of your letter of the 15th inst. enclosing three certified copies of claim of Leroy Duling against Bauers & Bauers in connection with their contract for the construction of the Kent-Wasco County LineSection of the Sherman Highway.

Complying with your request we are today forwarding one copy of this claim to Bauers & Bauers and one to the Aetna Casualty & Surety Company surety on the bond furnished by them in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Gleimyer,
Chief Clerk.

HBG:LM

ROZER
SECRETARY OF STATE

C. N. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

March 13, 1924.

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received from Mr. Lewis H. Irving, Madras, Oregon, and filed as of this date a notice of claim by Leroy Duling for work performed by himself and his teams in the sum of $666.93 against the bond taken from Bauers & Bauers, principals, and Etna Casulty & Surety Co., surety, for the work of constructing the Kent-Wasco county line section of the Sherman Highway.

We are enclosing three certified copies of this notice of claim, being one for your files, one for transmission, if desired, to Bauers & Bauers and one to their surety.

Kindly make formal acknowledgment of the copies, and oblige.

Yours very truly,

FILING DIVISION,

By M. J. Kaas

B.

ROZER
SECRETARY OF STATE

C. N. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

March 13, 1924.

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received from Mr. Lewis H. Irving, Madras, Oregon, and filed as of this date a notice of claim by Leroy Duling for work performed by himself and his teams in the sum of $666.93 against the bond taken from Bauers & Bauers, principals, and Etna Casulty & Surety Co., surety, for the work of constructing the Kent-Wasco county line section of the Sherman Highway.

We are enclosing three certified copies of this notice of claim, being one for your files, one for transmission, if desired, to Bauers & Bauers and one to their surety.

Kindly make formal acknowledgment of the copies, and oblige.

Yours very truly,

FILING DIVISION,

By M. J. Haas

B.

TO THE STATE OF OREGON: Notice is hereby given that the undersigned, LeRoy Duling, has a claim for work performed by himself and his teams for 11906.7 cubic yards of common excavating on the Kent-Wasco County line section of the Sherman highway between stations 106 and 212; said work having been done under a contract entered into with Daly and Davis, subcontractors of Bauers and Bauers, in the sum of Two thousand one hundred, fourty-three and 21/100 ($2143.21) Dollars, less the sum of One Thousand, Four hundred, Seventy-six and 28/100 ($1476.28) Dollars, paid thereon making a total unpaid balance of Six Hundred, Sixty-six and 93/100 ($666.93) Dollars against the bond taken from Bauers and Bauers, principals and the Etna Casualty and Surety Company, surety, for the work of constructing the Kent-Wasco county line section of the Sherman highway.

Leroy Duling

STATE OF OREGON)
) ss.
County of Jefferson)

I, LeRoy Duling, being first duly sworn, upon oath say: that the above and foregoing notice of claim is a true and correct statement to the best of my knowledge, information and belief.

Leroy Duling

Subscribed and sworn to before me this 12th day of March 1924.

Francis E. Marsh
Notary Public for Oregon.

(SEAL) My commission expires Oct. 21, 1927.

ENDORSED:

File No. 364
Notice of Claim by LeRoy Duling for work performed by himself and teams in the sum of $666.93 against the bond taken from Bauers & Bauers, principals and the Etna Casualty & Surety Company, surety, for the work of constructing the Kent-Wasco county line section of the Sherman highway.

Filed Mar. 13, 1924, SAM A. KOZER, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Leroy Duling for work performed by himself and teams in the sum of $666.93 against the bond taken from Bauers & Bauers, principals, and the Etna Casulty & Surety Co., surety, for the work of constructing the Kent-Wasco county line section of the Sherman Highway with the original notice of claim filed in the office of the Secretary of State on March 13, 1924, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with the endorsements thereon.——

In Testimony Whereof, I have hereunto set my hand
and affixed hereto the Seal of the State
at Salem, Oregon,

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Leroy Duling for work performed by himself and teams in the sum of $666.93 against the bond taken from Bauers & Bauers, principals, and the Etna Casulty & Surety Co., surety, for the work of constructing the Kent-Wasco county line section of the Sherman Highway with the original notice of claim filed in the office of the Secretary of State on March 13, 1924, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with the endorsements thereon.——

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 13th day of March, A. D. 19 24.

Sam A. Kozer

Secretary of State.

By _____

Deputy.

March 26, 1926.

Aetna Casualty & Surety Company,
c/o McCargar, Bates & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Attention Mr. Geo. A. Warner, Adjuster.

Gentlemen:

This letter will acknowledge receipt of yours of the 25th inst. enclosing the releases of claims of Doane Brothers and the Wasco Market against Bauers & Bauers in connection with highway construction work between Kent and the Wasco County Line.

Our records are being corrected to comply with the terms of these releases.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

ACCIDENT AND LIABILITY DEPARTMENT
ÆTNA LIFE INSURANCE COMPANY
THE
ÆTNA CASUALTY AND SURETY COMPANY
AUTOMOBILE INSURANCE COMPANY
OF HARTFORD, CONNECTICUT.
MORGAN B. BRAINARD, PRESIDENT.

McCARGAR, BATES & LIVELY,
GENERAL AGENTS,
YEON BUILDING.
GEORGE A. MERCER, ADJUSTER.

PORTLAND, ORE., March 25th, 1924

Oregon State Highway Commission
Salem, Ore.

Gentlemen : I am enclosing two releases from claimants who filed claims against Bauers and Bauers with you.

Hoping that these releases will be sufficient information for you to cancel off the claims of these parties,

I beg to remain,

Very truly yours,
Geo. A. Mercer, Adjuster

By J. B. Fouts

JBP*AH - Enc.

ANSWERED
H. B. G.

BAUERS & BAUERS
GENERAL CONTRACTORS
DAYTON, WASH.

Moro Oregon
Mar. 12 — 1924.

Donna Bros. do hereby release all claim against the contract for improvement of the Kent to Wasco County Line Section of the Sherman Highway for material, labor or supplies furnished to any subcontractor or to the general contractor.

Signed Donna Bros
By Thomas Donna

Witness Marion Donna

BAUERS & BAUERS
GENERAL CONTRACTORS
DAYTON, WASH.

March 21 Oregon. 1924
Wasco ~~1924.~~ Oregon

Wasco Market do hereby release all claims against the contract for improvement of the Kent to Wasco County Line Section of the Sherman Highway for material, labor or supplies furnished on said work to any subcontractor or to the general contractor.

Signed Wasco Market
By Arthur Jubmke

Witness H. M. Richelderfer.

3/18/24
Gmk.

99-91

March 15, 1924

Bemers & Bemers,
Dayton, Washington.

Gentlemen:

Enclosed herewith please find certified copy of notice of claim which has been filed in the office of the Secretary of State by Leroy Duling, being a claim in amount $164.95 for work performed by Mr. Duling in connection with your contract for the construction of the Kent-Tacoma County Line Section of the Sherman Highway.

This notice is being mailed to you at the request of the Secretary of State.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM
Encl.

March 15, 1924

Aetna Casualty & Surety Company,
c/o McCargar, Bates & Lively, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

Enclosed herewith please find certified copy of claim which has been filed with the Secretary of State by Leroy Duling covering work performed by himself and team in amount $166.93 for Bauers & Bauers in connection with their contract for the construction of the Kent-Wasco County Line Section of the Sherman Highway.

This notice is being forwarded to you at the request of the Secretary of State as you appear as surety on the bond furnished by Bauers & Bauers in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM
Encl.

February 21, 1924.

Mr. C. L. Duling,
Madras, Oregon.

PR #91

Dear Sir:

Receipt is acknowledged of your letter of February 18th, requesting a statement of the final quantities of work performed between Stations 106 and 212, of the Kent-Wasco County Line Section of the Sherman Highway.

We are not, at this time, able to give you an exact statement of these quantities due to the fact that we have not yet received from the field the records from which to make our final check of the Resident Engineer's computations. The last monthly estimate submitted, however, shows the roadbed excavation quantities between the stations mentioned to be as follows:

Common Excavation - - - - - - - - - - -	11,906.7 cu.yds.
Solid Rock Excavation - - - - - - - - -	995.0 "

These quantities are porbably very close to the quantities which will be allowed in our final payment to contractors Bauers & Bauers, except, perhaps, that there may be some overhaul quantities to be added. We do not, however, make any representation that these are the quantities upon which you are entitled to payment as sub-contractor.

It is quite likely that the final estimate quantities will be available in about six weeks.

Very truly yours,

ROY A. KLEIN
State Highway Engineer,

By

Office Engineer.

SHP:TW

LEWIS H. IRVING
LAWYER
MADRAS, OREGON

February, 18th, 1924.

State Highway Department,

Salem, Oregon.

Gentlemen,-

I being unable to gain from the engineers or contractors any information regarding estimates on sub-contract grading and overhaul which I performed some time ago, so I am taking this privelege of writing to you for such information.

The work I performed was under a sub-contract, for grading, all dirt work, on the Sherman highway. I did such work between stations 106 and 212 inclusive, comprising the 3rd and 4th miles south of Kent in Sherman County, and in May and June 1923.

Would you please send me the estimates on yardage and overhaul so I may put in my claim. My reason for looking to you for this information is because I was unable to get any satisfaction out of the engineer Mitchell regarding it.

Thanking you in advance for any favors I might receive from you in regards to this I am,

Yours very truly,

C. L. Dilling

Com. 11,906
S. R. 995

FILED
FEB 19 1924

ANSWERED
S. H. Probert

Form No. 39.

OREGON STATE HIGHWAY DEPARTMENT

D'

P 9-31
PR '11

Form No. 39.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Feb 9th, 1924

Job Name Kent - Wasco Co Line

Week from Feb 2nd to Feb 9th

Mail Address Grass Valley

Highway Sherman

Telegraph or Telephone Address

County Sherman Job Prefix 28 PC

Express and Freight Address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Conway & Thornton completed Packing on the 6th and the Equipment has now been moved to the Hermiston job.

Fair in office on reinforcements.

Weather First of week rain, last two days clear & warm

There has been a few cars turn from head of car Canyon, but in most instances they have had a long way with them for the entire distance. Should the present weather continue a few days longer it would be possible for the Co. to use their blade to advantage

FEB 11 1924

Signed L. F. Whitaker

Title Res Engr

(See back of this sheet for instructions and detailed information.)

Form No. 39.

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week .....men,

.....teams, ...steam shovels

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week .....men,

.....teams, ...trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem Office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Separate reports which apply to

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE.—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week .....men,

.....teams, ...trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job 28PC ..... *Percentage* 50

Other jobs 28PB ..... *Percentage* 50

Other jobs ..... *Percentage* .....

..... *Percentage* .....

Form No. 89.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Jan 19th, 1924

Job Name Kent Wasco Co. Line

Week from 19th to 26th

Mail Address Grass Valley

Highway Sherman

Telegraph or Telephone Address

County Sherman Job Prefix 28 PC

Express and Freight Address

RECEIVED FEB 1 1924 STATE HIGHWAY COMMISSION

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

This job is practically completed, will be finished by the 1st of Feb. There remains about 400' at crusher site to be racked

Party located center line on Wasco Co Line - Cow Canyon Projects for convenience of contractors

Weather - Occasional rains during week otherwise clear & cool

Roads towards head of Cow Canyon poor, but passable, use chains

Signed J. G. Mitchell

Title Res Engr

(See back of this sheet for instructions and detailed information.)

GRADING CONSTRUCTION

Total miles of grading on project 7.9

Miles completed

Miles completed except finishing

Miles covered by contractor's forces

Miles cross-sectioned

Miles cross-sections completed and checked

Miles to be remeasured

Number men in Engineering Party 4

Contractor's average force for week ..... men,

..... teams, ... steam shovels

Grading work will be completed about Completed

ROCK OR GRAVEL SURFACING

Total miles surfacing on project 7.91

Miles completed 7.6

Miles partially done 7.91

Average daily yardage placed this week 120

Average daily yardage necessary to complete on time elapsed

Contractor's average force for week 14 men,

1 teams, 2 trucks

Percentage of total required yardage now in place 98

Surfacing will be completed about Feb 1st

Number men in Engineering Party 1

SURVEYS

Total mileage at section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE.—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project

Miles paving completed

Average daily sq. yds. this week

Miles shoulders completed both sides

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place

Job will be completed about

Number men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem Office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job 29PB Percentage 60

Other jobs 28PC Percentage 30

Other jobs 28YN Percentage 10

Other jobs ..... Percentage .....

#6 3/

November 20, 1923

P R 91

Doane Brothers,
Moro, Oregon.

Gentlemen:

Receipt is acknowledged of your letter of the 17th inst. advising us of your claim in amount $153.60 against Davis & Daley sub-contractors under Bauers & Bauers who hold contract from the State of Oregon for the construction of the Kent-Wasco County Line Section of the Sherman Highway, and requesting information as to how to handle your claim.

In reply will say that Bauers & Bauers furnished a bond for the faithful performance of this work. The surety on this bond is the Aetna Casualty & Surety Company, McCargar, Bates & Lively, Agents, Yeon Building, Portland, Oregon. Would suggest that you file your claim with the surety company as this bond was taken to secure protection for all labor and material claims, no matter whether the claims were incurred by the contractor or the sub-contractor.

If you are unable to get satisfactory settlement from the bonding company on your claim, of course, you have recourse to any one of the various methods prescribed by law. Would suggest that you place the matter in the hands of your attorney in the event that the bonding company does not adjust the matter to your satisfaction.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Chief Clerk.

HBG:LM

DOUMA BROS.

DEALERS IN ALL KINDS OF

FRESH AND CURED MEATS AND FISH
FRUITS AND VEGETABLES

LIVE STOCK BOUGHT AND SOLD — HAY AND FEED

MORO, OREGON, Nov. 17 1923

Mr Roy H. Klein.
Salem Ore.

Dear Sir: We have furnished meat to sub-contractors Davis & Daly under Bauers & Bauers to the amount of $153.60 and are unable to get any settlement.

We furnished meat to Bauers & Bauers subcontractors while they had the road contract through here, they advised us at that time they had to go good for all meat & supplies used by their subcontractors and we stood no chance of loss which we found true it that case.

Now they advise us they will pay Davis & Daly's Bill if there is anything left, if not we can hold the sack which they tell us is very likely as Davis & Daly are practically broke

Kindly advise if we have any recourse or if we must meekly take this loss, small to many but very large to us

ANSWERED
H. B. G.

Any light you can give us on this we assure you will be very much appreciated.

Trusting to hear from you We are Yours Respectfully
Douma Bros.

#1639

280.C.

November 19, 1925

P R 91

Mr. J. L. Davis,
Box 63,
Kent, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of the 15th inst. enclosing a copy of your claim against Walter Davis, sub-contractor under Bauers & Bauers who hold the contract for the construction of the Sherman Highway in the vicinity of Kent.

In reply will say that it is not the practice of this department to pass upon claims of this kind, but following our usual custom we are today advising the surety on the bond furnished by Bauers & Bauers in connection with this work of the existence of your claim. Would suggest that you also file your claim with the surety company and also with the contractors, Bauers & Bauers. The surety in this instance is the Aetna Casualty & Surety Company, McCargar, Bates & Lively, Yeon Building, Portland, Oregon, agents. The home address of Bauers & Bauers is Dayton, Washington.

We are returning to you herewith statement enclosed in your letter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Chief Clerk.

HBG:LM
Encl.

/ Asst Engr

/ Kent

The State Highway Comm.

Dear Sirs:

I have a Bill against Walter Davis. a sub contractor under. Bauer & Bauer. on Thoroughfare Highway at / Kent Engr. Will you please advise me how I collect this

I am enclosing bill

Yours truly

J. L. Davis

/ Kent

Rt 63. Wash.

Action Co. v Sea Co

McLaughlin Lbr Co

Year ago.

COPY

J. L. Davis.

	$ 20.32
	22.00
	11.35
	7. 0
	100.00
	74.25
	$ 174.17
	$ 99.84

ANSWERED
H. B. G.

COPY

[illegible] Davis in account with W. L. Davis.

May 9, 191[illegible]	[illegible] pounds 12 ozs.	$[illegible]	
" 10 to 25	11 tons 1[illegible] 2.[illegible] per ton	22.00	
1 - 15	Mfg. 6 tons	11.85	
July 5 to 20	1[illegible] days [illegible] 1 hours [illegible] 75 cts.	7.[illegible]0	
" [illegible] Sept. 7	7 tons of Meat hay @ 15.00 per ton	105.00	
			74.25
July 10	Bill by 5 ts.		
		$171.17	
	Balance	$ 99.94	

WILLIAM MACKENZIE
LEWIS BUILDING

General Agent in Oregon
EASTERN OREGON LAND COMPANY
SAN FRANCISCO, CALIFORNIA
MORO, OREGON ONTARIO, OREGON

TEL. BROADWAY 0769

RECEIVED SEP 15 1923

PR #91

PORTLAND, OREGON, Sept. 14, 1923

REFERRED TO S H P BY R. A. K.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Acknowledgment of receipt of yours of 13th inst. in re: Agreement of Bauers and Bauers of 20th ulto. with this Company for Rock for Sherman Highway is hereby made; and you are requested to note the following reply.

This Company has not wished to impose in any way upon the Commission or its Staff any labor or responsibility which could possibly be avoided under the circumstances connected with the supply of the Rock or of its measurement, or of payment therefor. It is desired that you will be advised and will thoroughly understand the provisions in the Contract mentioned for measurement and payment were inserted in a preceding similar Agreement for Rock, upon the suggestion of representatives of the Commission, and not of this Company as its own original suggestion. The present Agreement is substantially the same as the earlier or preceding one.

The intention of both these Agreements is that this Company will be paid for the Rock taken from its land in accordance with the number of yards in place in the Highway for which the Contractor will be paid by the State upon your Certificate, excepting under deduction of Rock taken from the Highway Right of Way which has been allowed by the Company to be so deducted on the somewhat liberal theory that the Right of Way material comes through the Easement granted to the County by the Company through its land.

The Company has not solicited Bauers and Bauers to take the Rock from its lands. When intimation was made there were other convenient sources of supply, the Company acquiesced, but subsequently consented to supply the Rock upon the evident showing there was no such other convenient supply, and because of sympathy with Highway extensions. And, besides providing the Rock, facilities of one kind or another to the Contractor in carrying on their work have been granted upon its lands. You are requested, therefore, to understand that the Company has not entered into these Agreements with Bauers and Bauers looking especially to profit or gain as the actuating motive; and there is not the remotest purpose of laying upon the Staff of the Commission any

trouble or responsibility whatever which the Company should itself bear. There was some little difficulty foreseen at the outset as to how the yardage of Rock taken would be computed or arrived at; and as I have stated, the method provided in the Agreements was suggested from within the Commission.

Yours faithfully,

Wm Mackenzie

General Agent.

WM/B
cc SF
cc JBA

PR #91

September 13, 1923.

Eastern Oregon Land Company,
Lewis Building,
Portland, Oregon.

PR # 91

NOTED
R.A.K.

Bowers & Bowers,
Dayton, Washington

Gentlemen:

Receipt is acknowledged of a copy of an agreement entered into on August 20th, between the Eastern Oregon Land Company and Bowers & Bowers, Contractors, in which it is stipulated that the State Highway Commission will make payment to the Eastern Oregon Land Company for rock taken from the property of that company for use by Bowers & Bowers in connection with the surfacing of the Kent-Wasco County Line Section of the Sherman Highway.

For the information of all concerned, we wish to state that the execution of agreements of this kind is not agreeable to the State Highway Commission, and is contrary to usual practice. As we have not so notified you before, however, we will, in the present instance, agree to make these payments for the contractor, but it must be understood by all parties that the State Highway Commission assumes no responsibility in connection with this matter, and that it will deduct from the contractor's estimates all and whatever cost is incurred either necessarily or unnecessarily. The State Highway Commission will not be responsible for either error or negligence on the part of its employees, and it will not be responsible for any failure to properly interpret the terms of agreement between the Eastern Oregon Land Company and Bowers & Bowers.

As the basis of measurement of quantities which the agreement seems to contemplate is not a practicable basis, it must be understood by all parties that the number of cubic yards upon which the royalty of four ($0.04) cents will be paid, will be the same as the number of cubic yards of surfacing materials produced from rock taken from the property of the Eastern Oregon Land Company, measurement to be loose measure aboard trucks or other conveyances at the points of loading, this being the same basis of measurement as applies to the measurement of the materials furnished by the contractor under his contract with the State Highway Commission.

#2

If the terms which are outlined above are not acceptable to both parties to the agreement, the matter must be taken up with us at once, otherwise it will be understood that the terms are accepted and our action will be in line therewith.

It shall also be understood that the same terms apply in connection with the agreement entered into on April 4th, 1935, between the same parties, covering rock taken from property of the Eastern Oregon Land Company for the construction of surfacing on the Crane Valley-Kent Section of the Shaniko Highway.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

SHP:LP

CC Mr. C. W. Wenner, Div. Engr.,
The Dalles, Oregon

Mr. J. H. Mitchell, Mem. Engr.,
Crane Valley, Oregon.

September 15, 1923.

Mr. J. R. Mitchell,
Resident Engineer,
Grass Valley, Oregon.

PR#91

Dear Sir:

For your information, we are sending to you, herewith a copy of a letter which we are today writing to the Eastern Oregon Land Company and to contractors Bauers and Bauers.

The agreement referred to in this letter is an agreement covering the payment of a royalty of four cents per cubic yard upon rock taken by Bauers and Bauers from the property of the Eastern Oregon Land Company at or near Station 342 of the Kent-Wasco County Line Section. The agreement is practically the same as that covering the payment of royalty on rock taken from the property of the Eastern Oregon Land Company for use on the Grass Valley-Kent Section, and it is equally indefinite as regards the basis of measurement of quantities. I think, however, that the letter which we are writing today will definitely straighten out this feature.

The measurement of quantities and the showing of same upon your monthly estimates should be handled in the manner outlined in our letter of July 6, applying to the handling of these features in connection with the materials used on the Grass Valley-Kent Section.

It is noted that on your last estimate for the Grass Valley-Kent Section, the total number of cubic yards upon which royalty is allowed is exactly the same as the total number of surfacing and maintenance materials placed on the road. We were given to believe, by the contractor, that quite a considerable part of the rock used in this surfacing work was to be taken from within the right-of-way limits, and upon such part of the materials no royalty would be due the Eastern Oregon Land Company. It would seem that if any materials were to be taken from within the right-of-way limits that these would be the first to be excavated, and that therefore the number of cubic yards upon which royalty is due would, at this time, be considerably less than the total quantities of surfacing and maintenance

materials. We call this to your attention, thinking that you might have overlooked the deducting from the quantities upon which royalty is to be allowed, and the quantities that may have been taken from within the right-of-way limits.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer .

SHP:AP

CC Mr. C. W. Wanser, Div. Engr.,
The Dalles, Oregon.

Form P. R. 2

State ..... Oregon .....

Project No. ..... 91 .....

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

AMENDED FEBRUARY 28, 1919

AND

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

WASHINGTON
GOVERNMENT PRINTING OFFICE
1922

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 15th day of June, 1923
by and between the State Highway Commission of Oregon
....., constituting
for the purpose hereof, the Highway Department of the State of Oregon
hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended by act approved February 28, 1919 (40 Stat., 1189), entitled "An Act Making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," and by Act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes":

Whereas the Highway Department of said State submitted on the 5th day of Jamary 23, a project statement, which was approved by the Secretary on the 16th day of March, 23, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 16th day of March 23, and approved by the Secretary on the 29th day of May, 1923; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of fifty-two thousand, one hundred sixteen and 70/100 dollars ($52,116.70) as the share of the United States ble under said act on account of said project, which does not exceed 61.13673 per cent of the total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT.

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(*a*) By the State From sale of bonds authorized by Legislature under Chapter 175, Laws of 1917, and Chapter 31, Laws of 1920

(Include amount, date, and citation of act of legislature by which authorized.)

*(*b*) By the count..... of .....

(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

such funds having been placed under the direct control of the Highway Department by .....

(State how placed under direct control of Highway Department.)

*(*c*) By the count..... of .....

(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

*(*d*) .....

ROAD EMBRACED IN PROJECT.

ARTICLE II. This agreement covers the following road as described in detail in said surveys, plans, and specifications:

Between survey station 0+00 at the south end of Oregon 90 in the town of Kent and survey station 417+87.2 at the Sherman County-Wasco County Line terminal points, a distance of 7.90 miles, known locally as the Kent-Wasco County Line Section of Sherman Highway, Sherman County.

CHARACTER AND METHOD OF CONSTRUCTION.

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.

(*b*) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

(c) The Highway Department hereby agrees that it will provide a travelable connection between the southern end of this project and the present traveled road.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT.

ARTICLE IV. The United States pro rata share of the cost of said project shall not in any event exceed

(*a*) the said sum of fifty-two thousand, one hundred sixteen and 70/100

.....

dollars, certified to the Secretary of the Treasury as above mentioned, being 61.13673

per cent of eighty-five thousand, two hundred forty-six and 15/100

.....

dollars, the approved total estimated cost of said project, nor (*b*) the said per centum of the value of the labor and materials which shall have been actually put into the construction of said project in conformity to said plans and specifications.

PAYMENTS.

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of the said certified sum, or so much thereof as may be due under the terms hereof, to .....

STRICKEN OUT

.....
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the ..... of .....
(State or county.) (Name.)

(Strike out if not appropriate.)

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to .....
the State Treasurer
.....
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said
State to receive public funds of the ..... of .....
(State or county.) (Name.)
Oregon

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $ 18,341.02 per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

Jul

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ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the .....,
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: .....
(Include reference to statute authorizing .....
funds, probable amount annually available, and how will be placed under direct control of Highway Department.) .....

*(*b*) By the .....,
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .....
(Include reference to statute authorizing .....
funds and probable amount annually available.) .....

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: .....
.....
.....

*(Strike out if not appropriate.)

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 29th day of May, 1923.

STRICKEN OUT

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department.)

By W. C. Dukes
Chairman, State Highway Commission
(Title of officer.)

By H. B. Van Duzer
Member, State Highway Commission
(Title of officer.)

[SEAL.]

By H. H. Malone
Member, State Highway Commission
(Title of officer.)

By .....
(Title of officer.)

By .....
(Title of officer.)

[SEAL.]

C. M. Duncan
ACTING Secretary of Agriculture.

1916 Cpo

FORM NO. PR. 3

UNITED STATES DEPARTMENT OF AGRICULTURE

OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(*Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, as amended by "An Act making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," approved February 28, 1919, and by "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," approved November 9, 1921 (42 Stat., 212).*)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between survey station 0+00 at the south end of Oregon 90 in the town of Kent and survey station 417+87.2 at the Sherman County-Wasco County Line locally known as the Kent-Wasco County Line Section of Sherman Highway, Sherman County, and designated in the records of this Department as Project No. 91, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $85,246.15 as the total estimated cost of said project, and the sum of $52,116.70 as the share of the United States, payable under said acts on account of such project, which does not exceed 61.13673 per cent of said total estimated cost.

Done in the District of Columbia, this 29th day of May one thousand nine hundred and Twenty-three, as witness my hand and the seal of the Department of Agriculture.

C. W. Pugsley

ACTING Secretary of Agriculture.

GOVERNMENT PRINTING OFFICE 8—4829

1926

OREGON STATE HIGHWAY DEPARTMENT — PROJECT NO. 91

KENT-WASCO COUNTY LINE SECTION OF THE SHERMAN HIGHWAY

IN SHERMAN COUNTY

(Estimate as Basis for Project Agreement. Based on Contract Prices.)

Salem, Oregon, April 11, 1923.

All Required		Clearing and Grubbing		$ 10.00
40,000	cu.yds	Common Excavation	.33	19,800.00
10,000	cu.yds	Solid Rock Excavation	1.40	14,000.00
4,000	sta.yds	Overhaul	.05	200.00
1,200	lin.ft.	12" Corr. Galv. Iron Pipe	1.35	1,620.00
200	lin.ft.	18" " " " "	2.15	430.00
160	lin.ft.	24" " " " "	4.65	744.00
55	cu.yds	Class "B" Concrete	29.00	1,595.00
30	cu.yds	Rip Rap	3.25	97.50
8,800	cu.yds	Surfacing, Top Course	2.25	19,800.00
8,800	cu.yds	Surfacing, Base Course	2.10	18,480.00
1,800	cu.yds	Filler	.40	720.00
		Sub-total		$ 77,496.50
		10% Engr. & Cont.		7,749.65
				$ 85,246.15

Length of Project 7.89 Miles

Cost per Mile $ 10,804.32

State Funds Available	$ 33,129.45
Federal Aid Requested	52,116.70
	$ 85,246.15

Federal Aid Recommended _____

UNITED STATES DEPARTMENT OF AGRICULTURE,
BUREAU OF PUBLIC ROADS,
DISTRICT No. 1.

NOTED
R. A. K.

IN YOUR REPLY PLEASE
REFER TO FILE No.....

POST OFFICE BUILDING,
PORTLAND, OREG.

April 10, 1923.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

We have forwarded P.S.& E., covering Oregon 91 (Kent-Wasco County Line Section of Sherman Highway), with our recommendation for approval as of April 3, 1923:

You are hereby authorized to claim payment for all work done on this project subsequent to the date of recommendation: Provided, however, that such authorization is given subject to such changes being made in the plans and specifications as may be required by the Chief Engineer, and also that no payment on such work done prior to the execution of the project agreement will be made until, and unless, the agreement is finally executed. The payment is also contingent upon the appropriation being made by Congress as noted in our letter to you as of July 12, 1922.

Very truly yours,

C. H. Peterson

District Engineer.

RECEIVED
APR 11 1923

Form No. 89.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date March 31st.,1923., *192*

Job Name Kent-Wasco Co.Line — *Week from* 24th *to* 31st

Mail Address Grass Valley

Highway Sherman — *Telegraph or Telephone Address* Grass Valley

County Sherman — *Job Prefix* 28 P.C — *Express and Freight Address*

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Ransier & Morgan subbing from Davis & Daly began grading Sta 5 to 30 on the 28th.Camp at Kent,P.O.Address the same. Retraced line from Sta.30 to 93 during week also set slope stakes Sta.5 to 30

RECEIVED
APR 5 1923

Weather,fair

NOTED

Signed J.R.Mitchell

Title Res.Eng'r.

(See back of this sheet for instructions and detailed information.)

GRADING CONSTRUCTION

Total miles of grading on project 7.91

Miles completed 0

Miles completed except finishing 0

Miles covered by contractor's forces ¼

Miles cross-sectioned ½

Miles cross-sections completed and checked 0

Miles to be remeasured

Number men in Engineering Party 4

Contractor's average force for week 5 *men,*

10 *teams,* *steam shovels*

Grading work will be completed about Sept.30th

ROCK OR GRAVEL SURFACING

Total miles surfacing on project

Miles completed

Miles partially done

Average daily yardage placed this week

Average daily yardage necessary to complete on time

Contractor's average force for week *men,*

teams, *trucks*

Percentage of total required yardage now in place

Surfacing will be completed about

Number men in Engineering Party

SURVEYS

Total mileage at section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE.—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project

Miles paving completed

Average daily sq. yds. this week

Miles shoulders completed both sides

Contractor's average force for week *men,*

teams, *trucks*

Percentage of total required yardage now in place

Job will be completed about

Number men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem Office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job 28 PC *Percentage* 2

Other jobs *Percentage*

Other jobs *Percentage*

Other jobs *Percentage*

The Bureau of Public Roads,
Post Office Bldg.,
Portland, Oregon.

February 23rd, 1923.

PR - 91

Gentlemen:

Herewith we are enclosing six copies each of estimate and unit price analysis, and four copies of special provisions for the Kent-Wasco County line section, Oregon project #91.

Four blue print sets of plans and one blue print set of cross sections are today being forwarded to you under separate cover.

Very truly yours,

HERBERT NUNN
State Highway Engineer

By

Office Engineer

Dict. by J. W. De Sonna

KK

enc.

OREGON STATE HIGHWAY DEPARTMENT — Project No. 91

KENT-WASCO COUNTY LINE SECTION OF THE SHERMAN HIGHWAY

IN SHERMAN COUNTY

[Estimate with plans. Not as Basis for Project Agreement]

Salem, Oregon, February 21, 1925.

All Required	Clearing and Grubbing			$ 200.00
60,000 cu. yds.	Common Excavation		.30	18,000.00
10,000 cu. yds.	Solid Rock Excavation		1.25	12,500.00
4,000 sta. yds.	Overhaul		.05	200.00
1,200 lin. ft.	12" Culvert Pipe		1.60	1,920.00
300 lin. ft.	18" " "		2.50	500.00
160 lin. ft.	24" " "		3.25	520.00
55 cu. yds.	Class "C" Concrete		30.00	1,650.00
30 cu. yds.	Rip Rap		3.00	90.00
8,500 cu. yds.	Broken Stone Surfacing, Top Course		2.85	25,000.00
8,800 cu. yds.	Broken Stone Surfacing, Base Course		2.35	20,680.00
1,800 cu. yds.	Filler		.40	720.00
		Subtotal		64,060.00
		10% Engr. & Cont.		6,406.00
				$ 70,466.00

Length of Project 7.89 Mi.

Cost per Mile $ 8,931.05

State Funds Available	$ 68,466.00
Federal Aid Requested	2,000.00
	$ 70,466.00

OREGON STATE HIGHWAY DEPARTMENT

PROJECT NO. 91

KENT WASCO COUNTY LINE SECTION OF THE SHERMAN HIGHWAY

IN SHERMAN COUNTY

ANALYSIS OF BITUMINOUS SURFACING, RICH

Royalty	$ .05
Quarrying & Crushing	1.12
Hauling (2.5 Mi. @ 25¢)	.63
Spreading & Finishing	.20
Prep. Subgrade	.05
Supt. & Overhead	.20
	$ 2.25
15% Profit	.35
Est. Bid price	$ 2.60

Differential of 50¢ estimated between base course and top course materials.

SPECIAL PROVISIONS

Grass Valley-Kent Section and

Kent-Wasco County Line Section

CLASSIFICATION OF EXCAVATION

Excavation will be classified on the two classification basis described on Page 21 of the standard specification form.

CULVERT PIPE

Culvert pipe to be used under this contract shall be corrugated galvanized iron pipe. Bids on other types will not be considered.

BROKEN STONE SURFACING

Preparation of Subgrade:

Before spreading the surfacing materials, the contractor shall, by means of blades, graders, fresnoes, or other suitable equipment, shape up the roadbed, bringing same to uniform crown and grade, with a surface free from ruts, humps, and depressions.

The subgrade shall be prepared only a short distance ahead of the surfacing operations, and after having once been prepared, shall be maintained true to crown, grade and uniform surface until covered.

In no event shall any surfacing materials be placed upon any section of the subgrade which is not, in the opinion of the Engineer, in a condition suitable and satisfactory for surfacing.

Number of Courses and Cross-section:

The number of courses in which the surfacing shall be laid, and the cross-section to which it shall be constructed shall, in general, conform to the specifications in the paragraph below and to the attached or accompanying typical cross-section plan, but these features shall be subject to such changes as may be ordered by the Engineer to take care of varying subgrade conditions.

In general, the surfacing shall be constructed in two courses of approximately equal average thicknesses. The top

course shall entirely cover and overlap the bottom course as indicated in the typical cross-ection plan. The finished surfacing shall have a bottom width of eighteen (18) feet and a top width of fourteen (14) feet, and it shall have an average thickness of eight (8) inches.

Materials:

All broken stone shall be clean, hard, tough and durable, and shall be free from soft, thin, elongated or laminated pieces. The loss by abrasion when tested in the manner described in Bulletin No. 555 of the U. S. Department of Agriculture shall not exceed eight (8) per cent.

Prospective, but not guaranteed, sources of suitable rock are indicated upon the plans. The contractor shall commence the development of no source of materials until the rock available from it has been tested and approved, by the State Highway Department Testing Laboratory, and until it has been approved by the Engineer.

Contractor to Acquire and Develop Sources of Material:

The contractor shall acquire and develop such sources of material as are required for the prosecution of the work. He shall pay all royalties, shall remove overburden, shall provide hauling roads, and shall bear all expense incidental to the securing, furnishing and delivering upon the work of all surfacing materials required.

In case the contractor is unable to make arrangements for the taking of materials from the available sources without compliance to unreasonable restrictions or the payment of exhorbitant royalties, the State Highway Commission, at the contractor's written request, will institute condemnation proceedings, or take such other steps as may seem advisable for the securing of materials from the particular source or sources involved.

It is understood that the contractor will bear all expense of the condemnation proceedings, and all other expense to which the State Highway Commission may be put, and will pay such royalty costs or other consideration as the Court may award, or as may be otherwise fixed.

Sizes of Materials:

Base course materials shall all pass a screen having one and one-half (1½) inch circular openings. It shall contain not more than fifty (50) per cent of material passing a three-quarter (3/4) inch circular opening, nor more than twenty-five (25) per cent of material passing a one-quarter (1/4) inch square opening. It need not contain any material passing a three quarter (3/4) inch circular opening, but it shall be well graded from the maximum one and one-half (1½) inch size to its minimum size of three-quarters (3/4) inch or below.

Top course materials shall all pass a screen having three-quarter (3/4) inch circular openings and shall contain not to exceed thirty-five (35) per cent of materials passing a one-quarter (1/4) inch square opening. It shall be well graded from the maximum three-quarter (3/4) inch size to dust.

Means to Prevent Separation of Fine from Coarse Materials:

In the handling of materials, the contractor shall use means which will prevent, as far as possible, a separation of the fine from the coarse materials. As far as possible, materials in being transferred into stock piles, bins, or vehicles shall be dropped vertically.

Hauling:

To assist in the compacting or surfacing materials, the contractor will be required to do his hauling, as far as practicable, over the surfacing as it is placed. The construction of surfacing shall in all cases begin at the point nearest the point of loading materials and shall progress away from that point. The base course shall at all times be in place at least one mile in advance of the top course.

Dragging:

The contractor shall do such blading and dragging of both the base and top courses as may be necessary to bring them to a uniform grade and crown with a smooth and even surface, and as may be necessary to maintain them free from ruts and true to the crown, grade and surface to which they are first constructed. They shall be so maintained until covered, or until all surfacing to be constructed under the contract is completed.

Sprinkling and Rolling:

If, in the opinion of the Engineer, the surfacing materials should be sprinkled or rolled during the course of construction, the sprinkling or rolling shall be done by the contractor and paid for as "extra work", or shall be done by state forces without cost to the contractor.

Finishing Shoulders and Cleaning Ditches:

After the surfacing has been placed and compacted, the earth shoulders shall be leveled down and the entire roadbed, inclusive of ditches, trimmed up so as to provide a uniformly crowned and well drained cross-section, as indicated on the plans. All excess excavated materials and all loose stones and rock fragments that may be dragged to the surface shall be deposited on the sides of embankments or otherwise disposed of to the satisfaction of the Engineer.

Measurement and Payment:

Payment for the construction of surfacing as above specified shall be made at the prices bid per cubic yard for surfacing of the particular kinds and classes included among the bid items. The quantity of any kind or class of material to be paid for shall be the number of cubic yards of that kind or class of material furnished, delivered and incorporated in the work. Measurement shall be loose measure aboard trucks or other conveyances at the point of their loading.

The unit price bid shall be understood to cover preparation of subgrade, the furnishing, screening, crushing, hauling, spreading and compacting of materials, the trimming of shoulders, the cleaning out of ditches, and all other work involved in the construction of the finished surfacing at the grade and to the cross-section indicated on the plans, and in accordance with these provisions.

MAINTENANCE MATERIALS

Materials for maintenance shall conform in every respect to the specifications given for materials to be used in the construction of the top course of the surfacing. They shall be placed in neat, well formed piles of 100 cubic yards each, spaced at intervals of approximately one mile.

The exact positions of the piles shall be as ordered by the Engineer.

Payment shall be made at the unit price bid for maintenance material, and this price shall be understood to include the furnishing, screening, crushing, hauling and piling of materials and the leveling-off and preparing of the sites upon which the materials are to be piled.

MAINTENANCE IN CASE OF FAILURE TO COMPLETE AS SPECIFIED

In case the contractor fails to complete the work to be done under this contract within the time specified, with the result that work must be carried over the winter of 1923-24, the contractor shall maintain the roadbed and surfacing during the winter months, and in the spring he shall regrade the roadbed, reshape the surfacing, and do all things necessary to place the roadbed in proper condition to be surfaced and to place the uncompleted surfacing in a proper condition for the continuance of the work. The job will not be considered to be completed until all erosion and damage occurring during the winter months has been repaired, and until the whole of the roadbed and surfacing is in the same finished condition that it would have been in at its completion, had it been completed on time.

All expense incurred in connection with the maintaining, regrading, repairing, and refinishing as above specified shall be borne by the contractor; provided, however, that he will be allowed payment at his unit bid prices for the excavation of slides and for the excavation of materials necessary to build settled fills back to proper grade; and further provided, that he will be relieved of maintenance and repair expense in connection with sections of the project more than two miles in length which are entirely completed prior to the specified date for completion.

Maintenance of surfacing, as above specified, to be done shall include all such dragging and blading as may be necessary to keep whatever surfacing materials are on the road free from ruts, properly crowned and in good usable condition.

FILLER

Where the engineer so directs, there shall be added to and incorpora ted with the surfacing materials, a "filler" of sand, loam or other suitable material. Materials for this purpose shall be obtained from such sources as the Engineer may select, and shall be dry and finely pulverized.

The course of surfacing in connection with which the filler is to be used, shall, immediately before the application of the filler, be shaped up and brought to uniform crown, cross section and grade, free from all ruts and inequalities. The filler shall then be spread uniformly over the course of surfacing, the spreading to be done by hand from piles of filler material dumped at convenient intervals alongside the work. The quantity of filler to be used shall be as the engineer may order.

In no case shall filler material be obtained from embankment shoulders, or slopes, and when filler material is obtained from within the right-of-way limits, the excavation therefor shall be left neatly trimmed and properly drained.

Filler shall be paid for at the price bid per cubic yard, loose measure, for that item. This price shall be understood to include and cover the excavation, hauling, and spreading of the filler material and the incorporation of same with the surfacing materials in accordance with these specifications; provided, however, that for such filler material as must be hauled more than five hundred (500) feet the contractor will be paid in addition to his bid price for filler a price for "filler-haul" of twenty-five (25) cents per cubic yard for each mile, or fraction thereof, of haul in excess of five hundred (500) feet.

When filler materials are obtained and hauled in such manner as to be not susceptible of accurate measurement, the quantity to be paid for shall be estimated by the engineer in such manner as appears to him to be most equitable.

6-10-22

Mr. C. H. Purcell,
District Engineer,
Bureau of Public Roads,
Post Office Bldg.,
Portland, Oregon.

February 8, 1923.

PR #91

Dear Sir:

Reference is made to our telephone communication with your Mr. Morris in regard to the fact that the proposed Kent-Wasco County line section, project #91, does not connect at its south end with any existing road.

In this connection, we have to advise that we expect to arrange for the construction of a section of the Sherman Highway in Wasco County, which will connect with Federal Aid Project #91, and extend to a junction with The Dalles-California Highway at the head of Cow Canyon. In view of this contemplated work, we would not wish to agree to build a temporary connection between the south end of project #1 and the existing road in that vicinity, but we would be willing to have you insert in the project agreement a clause to the effect that in case the contemplated construction does not materialize within a reasonable length of time, a connecting road such as you suggest, will be provided.

Very truly yours,

HERBERT NUNN
State Highway Engineer

By

Office Engineer

SHP:ER

STATE Oregon

PROJECT NO. 91
(Not to be filled in.)

Form P R 1
BUREAU OF PUBLIC ROADS
U. S. DEPT. OF AGR.

PROJECT STATEMENT

AS REQUIRED BY

FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916, AND AMENDED BY ACT APPROVED FEBRUARY 28, 1919.

(Date) January 5, 1923

THE SECRETARY OF AGRICULTURE,
Washington, D. C

SIR:

The State of Oregon, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat. 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder, does hereby submit by its State Highway Comission constituting the State Highway Department of said State, this project statement for the rural post road herein described, which it is proposed to construct under the provisions of said Act and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Act. The work will be done under the direct supervision of the State Highway Department under authority of Chapter 81 Laws of 1919
(Cite statutes and resolutions or orders giving Highway Department jurisdiction.)
, in strict conformity to the provisions of the said Act and to said Rules and Regulations. After construction of the said road it will be properly maintained by State Highway Department assumes responsibility for maintenance

1. Local name of road Kent-Wasco County Line Section of Sherman Highway
2. Located between Kent and Wasco Co.Line, County of Sherman
3. Points of beginning and ending Sta. 0+00 at Kent to Sta. 415+87.8 at The Sherman - Wasco County Line
4. Length in miles (gross) 7.89 (net) 7.83

NOTE.—In preparing the Project Statement attention is directed to the Rules and Regulations. In all cases a sketch plan shall accompany statement.

8—4236

5. Miles of project used as post route .....; miles not used as post route .....

6. If a major portion of the project is not a post route, or if the project is not a "connecting link," give the facts showing the general status along the entire project as follows: Whether the country is thickly or sparsely settled; if the latter, the probability of increased settlement; the purposes for which the contiguous lands are used, their fertility and general character; whether desired for and capable of more intensive development; and such further facts as will tend to show the general character of the community in which the road is located and the need for and desirability of constructing or improving the same.

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(Use additional sheets, if necessary, and indicate the sections referred to by same letters as on sketch map.)

7. Places on the project having a population of 2,500 or more as shown by the latest Federal census and mileage of each .....

8. Tolls collected on roads or bridges on this project, if any None

9. Is project part of State's five-year program heretofore submitted? No

10. Purpose project will serve and relation it bears to the road system of the State. (See Reg. 3, Sec. 1, and Reg. 4, Sec. 1.) Portion of Sherman Secondary Federal Aid Highway

.....

11. Improved roads adjacent or contiguous and type of each Surfaced road on North.

Unimproved on South

(Give distinguishing marks to identify on sketch map.)

.....

12. Through traffic, approximate average daily number of (*a*) trucks 5, (*b*) passenger motor vehicles 60, and (*c*) horse-drawn vehicles -

13. Local traffic, approximate average daily number of (*a*) trucks 5, (*b*) passenger motor vehicles 20, and (*c*) horse-drawn vehicles 4

14. Description and present condition of traveled way Unimproved earth road

.....

.....

.....

5—4256

15. Proposed width of surfacing 18'; feet between ditches 24; approximate maximum gradient 8 per cent.

16. Proposed type of construction Grading and surfacing

17. Location, nature, and extent of deposits of local materials suitable for use on this project Quarries at Stations 169 and 342

(Where practicable show by distinguishing marks on sketch map.)

18. Location and length of each bridge to be built or rebuilt requiring a length of more than 20 feet None

(Designate each by the same distinguishing marks as on sketch map.)

19. State's share of cost of construction will be provided by State

(State or (and) county.)

20. Amount of funds which are / will be available for construction: (*a*) State $ 81,189.70 and any additional amounts required. Sale of bonds authorized

RESOLUTION

In view of the fact that the State Highway Commission was authorized by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways;

IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 237 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties for which a suitable contract will be entered into, will be sufficient to maintain all state roads constructed by the State Highway Commission or jointly by the Commission and the Federal Department of Agriculture, as provided for in the Federal Aid Road Act; and

BE IT RESOLVED, that the state assumes responsibility to the Federal Government for the proper maintenance of all highways constructed in cooperation with the Federal Government under any federal act providing for cooperative road construction, the state to make whatever arrangements with the various counties it may deem necessary to meet this obligation in accordance with the laws of the State of Oregon and the Federal Aid Road Act, and any other Federal Law that may have been, or may be, enacted to further road improvement in the State of Oregon.

I, Roy A. Klein, duly appointed Secretary for the Oregon State Highway Commission, hereby certify that the

16. Proposed type of construction: ....

17. Location, nature, and extent of deposits of local materials suitable for use on this project.....
Quarries at Stations 100 and 542
(Where practicable show by distinguishing marks on sketch map.)

18. Location and length of each bridge to be built or rebuilt requiring a length of more than 20 feet
none
(Designate each by the same distinguishing marks as on sketch map.)

19. State's share of cost of construction will be provided by State
(State or (and) county.)

20. Amount of funds which are / will be available for construction: (a) State $ 81,189.70 and any additional amounts required. Sale of bonds authorized

RESOLUTION

In view of the fact that the State Highway Commission was authorized by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways;

IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 237 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties for which a suitable contract will be entered into, will be sufficient to maintain all state roads constructed by the State Highway Commission or jointly by the Commission and the Federal Department of Agriculture, as provided for in the Federal Aid Road Act; and

BE IT RESOLVED, that the state assumes responsibility to the Federal Government for the proper maintenance of all highways constructed in cooperation with the Federal Government under any federal act providing for cooperative road construction, the state to make whatever arrangements with the various counties it may deem necessary to meet this obligation in accordance with the laws of the State of Oregon and the Federal Aid Road Act, and any other Federal Law that may have been, or may be, enacted to further road improvement in the State of Oregon.

I, Roy A. Klein, duly appointed Secretary for the Oregon State Highway Commission, hereby certify that the above resolution was unanimously adopted by the Oregon State Highway Commission, at its regular meeting held at Salem, Oregon, on August 7, 1917, all members being present and voting, and at a special meeting held in Portland on September 25, 1917, a majority being present and voting, when an amendment was made to the original resolution to make it read as above.

Roy A. Klein

Secretary.

21. Funds for maintenance to be provided by State
(State or (and) county.)
from the following sources:
(Refer to statute.)

22. List of certified copies of resolutions or orders, if any, attached hereto or previously submitted, by State Highway Department respecting the State funds which are or will be available for construction

23. List of attached or previously submitted certified copies of resolutions or orders by the county or other local subdivision of the State respecting the funds which are or will be available for construction and maintenance. (See Sec. 5, Reg. 4)

24. List of forms of the contract and of the contractor's bond attached hereto or previously submitted and proposed to be used in connection with this project State Highway Department Standard forms of contract and contractor's bond.

25. Reconnaissance estimate of cost of project:

Made by ..... Date ....., 19....

Approximate Quantity.	Unit.	Item.	Price.		Amount.	
	Cu. yds.	Excavation, ...% rock				
	Sq. yds.	Surfacing of				
All Required		Clearing and Grubbing			200	00
58,000	cu.yds	Common Excavation		30	17,400	00
6,900	cu.yds	Solid Rock Excavation	1	25	8,625	00
3,300	cu.yds	Overhaul		05	165	00
1,120	lin.ft.	12" Culvert Pipe	1	60	1,792	00
		Structures of 20′ span or under				
		Structures over 20′ span				
		Other items				
200	lin.ft.	18" Culvert Pipe	2	50	500	00
160	lin.ft	24" " "	3	25	520	00
45	cu.yds	Class "C" Concrete	30	00	1,350	00
25	cu.yds	Rip Rap	3	00	75	00
17,000	cu.yds	Surfacing	2	60	44,200	00
2,000	cu.yds	Filler		40	800	00

Length, 7.00 miles.

Cost, $ 10,543.68 per mile.

Subtotal	75,627	00
10% Engineering and Contingencies	7,562	70
Total	83,189	70

This estimate approved by:

Office Engineer

(Title)

26. Amount of Federal aid desired $2,000.00

(State in lump sum or percentage, but not both.)

8—4256

27. Payment desired on completion or as work progresses as work progresses

28. Official, officials, or depository authorized by State law to receive public funds of the State or county and designated by the State Highway Department to receive Federal funds for this project Treasurer of the State of Oregon, Salem, Oregon

29. Additional remarks

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department.)

By
Chairman
(Title of officer.)

By
Commissioner
(Title of officer.)

By
Commissioner
(Title of officer.)

8—4256

OREGON STATE HIGHWAY DEPARTMENT

SKETCH MAP ACCOMPANYING

OREGON PROJECT STATEMENT No. 90&91

SHERMAN HIGHWAY

GRASS VALLEY TO KENT & KENT TO WASCO CO. LINE

SHERMAN CO.

Scale 1½ in = 1 Mi

Jan 1923.

T. 3 S. R. 17 E.
T. 4 S. R. 17 E.
T. 3 S. R. 16 E.
T. 4 S. R. 16 E.
Quarry Site
Quarry Site
Quarry Site
Finnegan Cr.
VALLEY
KENT
PROJECT
NO. 90
19
30
31
25
36
6
5
8
17
16
1300
1350
1400
1450
1500
1550
LEGEND
Completed Improvements
Federal Aid Project
Other Roads - unimproved.

MAIN TRAVELED ROAD

KENT - WASCO CO.

Quarry Site
Sta. 189

T. 4 S. R. 17 E.

T. 5 S. R. 17 E.

O.W.R.&N. CO.

KENT

BEGINNING OF PROJECT
Sta. 0+00

END OF PROJECT
Sta. 1686+68

Cemetery

10

9

3

21

20

16

15

27

28

33

END OF PROJECT
Sta. 417+812

To Shaniko

35

34

SHERMAN CO.
WASCO CO.

T 5 S. R 17 E.
T 6 S. R 17 E.

400

16 ON

Quarry Site
Sta 342

27

350

28

300

22

PROJECT

12

WILCOX

15

250

LINE

16

CO.

200

Quarry Site
Sta 189

10

ROAD

CONTRACTS #647,
707,

PR 97 Lamprey Cr.-Fat Elk Cr. 1923-1924

647, 707

December 4th, 1925.

Royal Indemnity Company,
Beeley & Company, Original Agents,
512-14 Board of Trade Bldg.,
Portland, Oregon.

Attention Mr. C. A. Tomassens

Dear Sir:

We acknowledge receipt of your letter of the 27th ultimo, regarding the contract awarded the Johnsen Contract Company for the surfacing of the Coquille-Bandon Section.

You ask if the 7,000 yards of crushed rock which was placed by the Johnsen Contract Company as a additional item was considered by this Department to be a part of the original contract, and in reply will say that this question is best answered by sending you a copy of a letter written to your San Francisco office on July 6th, of this year covering the same matter. No developments have occured since writing that letter which would in anyway alter the attitude assumed by us at that time, which was that the placing of this additional yardage was considered a part of the original contract and in event of default of the contractor, we would expect the surety company to be responsible for his obligation. You will find enclosed herewith a copy of our letter dated July 6th, referred to above.

The total amount earned by the Johnsen Contract Company in connection with this project was $186,607.35. This amount includes the sum of $1,848.85 in connection with force account work. The final payment to the Johnsen Contract Company, after deducting rental charges for state owned equipment was $186,335.18. We trust that we have satisfactorily replied to your inquiry.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

hbg/er

enclosure

99-97

ROYAL
INDEMNITY COMPANY
HEAD OFFICE NEW YORK - MILFORD E. JEWETT, PRES.

PACIFIC COAST DEPARTMENT
SAN FRANCISCO CAL.
ROLLA V. WATT, MANAGER
F. M. COTTER, Res. SECRETARY
E. C. SMITH, Ass't Res. SECRETARY

DOOLY & COMPANY
REGIONAL AGENTS
312-314 BOARD OF TRADE BLDG.
PORTLAND, ORE.

November 27,
1 9 2 5

Oregon State Highway Commission,
Salem, Oregon.

ATTENTION H. B. GLAISYER, CHIEF CLERK.

Gentlemen:

Under date of February 11th, 1924, we executed bond in the Royal Indemnity Company for Johnson Contract Company, covering the surfacing of the Coquille section of the Roosevelt Coast Highway in Coos County, the bond being $79,667.50.

It seems that the semi-final estimate on this was prepared under date of December 29th, 1924, and on or about that time the State Highway Commission asked the Johnson Contract Company if they would furnish them some seven thousand (7000) yards of crushed rock for use in that section.

The Royal Indemnity Company has taken the stand that this separate work was a part of the original contract, and as this item of separate work raised the total contract price to $186,335. they are asking that we collect from the Johnson Contract Company an additional premium of $405.00, covering this additional work.

The Johnson Contract Company has taken the attitude, in this particular case, that this was a separate contract

ANSWERED
H. B. G.

D. B. H.

with the State Highway Commission and had no connection with the original contract and that, it being a separate and distinct undertaking in which no bond was involved, they should not be required to pay this additional premium of $405.

In order to satisfy the Johnson Contract Company and also the Royal Indemnity Company will you be kind enough to advise us what the total contract price was on the Coquille-Bandon section, and if the attitude taken by the Johnson Contract Company is correct will you also state in your letter that this additional contract is not to be construed as coming under the bond referred to above, and that in case of default the Surety Company would not have been held under this additional, smaller contract.

We regret that you have been caused so much bother in this case but our office is caught between two fires - namely the Royal Indemnity on one hand, asking for an additional premium, and the Johnson Contract Company on the other, stating that they should not be called upon to pay this item.

Thanking you for your advices, we are

Yours very truly,
DOOLY & COMPANY

By C A Tomassene

C.A.Tomassene
MC

H R G
H. R. G.

October 2, 1925.

Royal Indemnity Company of New York,
Dooly & Company, Agents,
Board of Trade Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway contract No. 707 for the construction of the Coquille-Bandon Section of the Roosevelt-Coast Highway in Coos County consisting of 14.9 miles of gravel surfacing has been completed by the contractor Johnson Contract Company and that final settlement will be made by the State with said contractor for work done underssaid contract on or after October 12th, 1925.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Gleisyer,
Chief Clerk.

Dict. by J. McFarland.

September 21, 1925.

Royal Indemnity Company,
Pine & Sansome Streets,
San Francisco, California.

Attention Mr. W. C. Bening,
Asst. Supt. Bonding Department.

Gentlemen:

In reply to your letter of the 16th inst. regarding the contract held by the Johnson Contract Company for the surfacing of the Coquille-Bandon Section of the Roosevelt Coast Highway, will say that this project was completed on July 25, 1925. Acceptance by the Highway Commission is of the same date.

The total amount paid the Johnson Contract Company up to September 4th was $183,335.18. Our retained percentage on that date was $3,000.00. Final payment has not yet been made but we anticipate that it will be made in the not far distant future. We are unable to state the amount of the final payment.

Very truly yours,

HOY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

ROYAL
INDEMNITY COMPANY
HEAD OFFICE NEW YORK - MILFORD E JEWETT, PRES

PACIFIC COAST DEPARTMENT
ROLLA V. WATT, MANAGER
F. M. COTTER, RES. SECRETARY
E. C. SMITH, ASST. RES. SECRETARY

CABLE: COMPENSATE, SAN FRANCISCO

PINE & SANSOME STREETS
SAN FRANCISCO, CAL.,

September 16, 1925

OregonState Highway Commission,
Salem,
Oregon.

Dear Sirs:

Attention H. B. Glaisyer, Chief Clerk

In re PCD-17695--Johnson Contract Company-State of Oregon

On August 14th, you advised that the contract of the Johnson Contract Company for the surfacing of the Coquille Section of the Roosevelt Coast Highway was near completion.

Will you please be so kind as to advise if the job has as yet been completed and accepted, giving us the final completion date and total contract price.

Thanking you for an early reply, beg to remain,

Yours very truly,

W. C. Boning,
Asst. Supt. Bonding Dept.

WDB:C

#737- [illegible]
above was completed July-25-1925. Total paid to Sept-4th- $183,335.18. Retained percent- $3000.00. Final payment will be [illegible]

H.B.G

September 18, 1925.

Mr. W. E. Chandler,
Division Engineer,
Box 151,
Marshfield, Oregon.

Dear Sir:

I have very carefully read over and studied the file on the claim of the Johnson Contract Company for additional compensation on the Coquille-Sandon surfacing which was covered in your letters of August 27th and September 4th.

In view of the fact that the average haul in 1924 was less than that contemplated in the contract, I do not see how we are justified in giving them additional compensation for extra haul in 1925, particularly in view of the fact that there was a large overrun in the original amount specified, all of which accrued to the advantage of the contractor on account of his installation costs having been taken care of in the contract quantity, therefore, under the circumstances, I find it necessary to decline the claim.

Very truly yours.

State Highway Engineer.

HAK:HI

cc S. H. Probert

Boston - Coquille
Surfacing
PR #

September 18, 1925.

Mr. W. E. Chandler,
Division Engineer,
Box 151,
Marshfield, Oregon.

Dear Sir:

I have very carefully read over and studied the file on the claim of the Johnson Contract Company for additional compensation on the Coquille-Bandon surfacing which was covered in your letters of August 27th and September 4th.

In view of the fact that the average haul in 1924 was less than that contemplated in the contract, I do not see how we are justified in giving them additional compensation for extra haul in 1925, particularly in view of the fact that there was a large overrun in the original amount specified, all of which accrued to the advantage of the contractor on account of his installation costs having been taken care of in the contract quantity, therefore, under the circumstances, I find it necessary to decline the claim.

Very truly yours,

State Highway Engineer.

RAE:HI

cc S. H. Probert

Mr. Probert:

I think it would be well to draw up the final voucher and send it to Johnson for acceptance.

RAK

W. H. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

XXXXXXXXXX

Marshfield, Oregon.
Sept. 4, 1925.

IN YOUR REPLY PLEASE
REFER TO FILE NO.....

ATTENTION: .....

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Attention Mr. Probert.

Dear Sir:

Reference is made to your letter of September 3rd, regarding allowance for extra haul by Johnson Contract Company for 1925.

In paragraph 2, you mention that plant installation and fixed charges would have been absorbed in the previous year. On the Coquille end the contractor purchased the material direct and the only charge to be absorbed was a little work on the railroad siding and hopper under trestle. In fact, to furnish the 1925 material, they had to pay more rent for siding privileges and do more repair work. Would say that there was as much plant charge against the 1925 material per yard as against the 1924 supply.

When we talked of extending this contract, the whole job was considered. This was when the Bandon end was complete and work was started on the Coquille end. At this time the contract was over-run as a whole. I thought it would not be exactly fair to ask the contractor to put on quantities in excess of the contract without some understanding regarding haul, as it would be obviously unfair to take all quantities to the long haul end with no allowance for the extra haul.

When we talked of this matter I had not considered whether the 1924 haul was evenly distributed, as that was a closed job and we now wanted the contractor to furnish more material at his contract price, and the natural thing for him to want to know was how it would be distributed without regard to previous work. I informed him it would be distributed evenly. If not, the difference in haul would be recommended by myself.

I can see your point of view, and it may be the correct one, but when I had this understanding with Johnson Contract Company their contract was then over-run and I am quite sure he would have refused to place any more material without some such understanding.

I had two conversations with Johnson regarding this matter. One was in Portland before any work was started. He asked me if the over-run would be somewhere nearly evenly distributed. I told him that I thought it would be.

The second talk I had with him was when the Bandon end was completed---or they had taken out all the rock in their pit and were getting ready to take gravel at Coquille. Johnson wanted allowance for the extra cost of haul and I told him if he would furnish a stock pile near Bandon as we had planned, his haul would be allowed. This he could not do as we had closed his quarry.

Then he said the same condition cannot hold on the Coquille end and said he thought he would be entitled to haul over the evenly distributed haul, and I agreed. It is not a very large amount and he may not ask for it, but if he does I think he is entitled to it.

Am returning computations, etc.

Very truly yours,

W. E. CHANDLER,
Division Engineer.

WEC/B

September 3, 1925.

Mr. W. E. Chandler,
Division Engineer,
Marshfield, Oregon.

Dear Sir:

Reference is made to your letter of August 27th recommending an allowance of $466.00 to the Johnson Contract Co., because of inequality in the distribution of the surfacing materials placed this year on the Coquille-Bandon Section.

When we consider the price that the Johnson Contract Co. has received for the materials furnished for the Coquille-Bandon job, it hardly seems reasonable that we should be required to pay for a slight excess in haul on the materials delivered this year. This is particularly true when we consider the fact that the $4.13 price included charges for plant installation and other fixed expenses which should have all been absorbed in the payments made for the materials delivered last year. However, if an agreement was made whereby extra compensation was to be allowed in case any excess haul was required, we presume that it will be necessary to allow same unless there are other reasons for its rejection.

A study of the distribution of quantities over the job, indicates that the quantities hauled from Coquille during 1925 were not all "extra" quantities, but that a large part of them were quantities required to build the surfacing to the specified eight-inch thickness. It does not seem that the contractor is entitled to any extra compensation for hauling the materials required to complete the surfacing to its specified thickness, and it would therefore seem that the quantities required to do that should be left out of consideration in computing the excess haul allowance. If those quantities are left out, there is no excess haul, and therefore no allowance to be made. Note that what overbalances the haul and shows an excess are the 668 yds. deposited in the last mile (Mile 7), and that 500 yards of that were required to complete that mile to specified thickness, as only 1,600 yards were placed in it during 1925.

If, irrespective of the facts above set out, an allowance is to be made, would it not be entirely fair for us to make an adjustment "against" the contractor due to the fact that the average haul on the materials delivered during 1924 was materially less than that required by a uniform distribution. We have worked this out and find that the average haul on materials delivered from Coquille during 1924 was 5.45 miles, while uniform distribution calls for an average of 5.90 miles. Also, that the average haul upon the materials delivered during 1924 from the quarry east of Bandon was 5.70 miles, while uniform distribution calls for an average of 5.86 miles. This difference expressed in dollars and cents amounts to $1,025.00 on the Coquille end and to $760.00 on the Bandon end.

Please give consideration to the factors which we have mentioned, and advise us of your conclusions. It is our opinion that it would be quite fair to consider that the excess haul on the 1925 materials is off-set by the short haul on the 1924 materials, and that, therefore no allowance should be made either for or against the contractor.

We are enclosing herewith sheets upon which we have tabulated the quantities of materials placed in each mile during each of the years 1924 and 1925, and the cubic yard miles of haul involved, both in actual distribution and uniform distribution. Please return these sheets with your reply.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP

Encl.

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

Marshfield, Oregon.
Aug. 27, 1925.

IN YOUR REPLY PLEASE
REFER TO FILE No.....

ATTENTION: .....

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Subject: Coquille-Bandon Surfacing.

Dear Sir:

When I talked to Johnson Contract Company about putting on more material this year, they were willing with the understanding that the material would be distributed as evenly as possible over the job so as to keep the haul per mile about the same as on the original qunatities. I told them that this could be done.

On the Bandon end the material as placed was nearly all long haul, costing them, at 20¢ per mile, $1.20 instead of $1.04 as would have been the case had the material been distributed evenly. But the reason for this was because they ran out of material in their quarry and had to close down before we had all the rock we wanted for a stock pile near Bandon.

In other words, had they been able to deliver all the material we wanted, the haul would have been less per yard. I told them I did not think they were entitled to the additional haul which amounted to about $782.00.

On the Coquille end the situation was different. The material as applied cost $486.00 more than if hauled evenly. There was no shortage of material on this end. I think this amount should be allowed them.

Am enclosing haul sheet on the job, and also two letters from Van Scoy giving further information.

Respectfully,

W. E. CHENOWETH,

Division Engineer.

WEC/B

Form No. 20—21364—5M—3-24.

OREGON
STATE HIGHWAY DEPARTMENT
SALEM, OREGON

MONTHLY ESTIMATE

Contract No. 707 Final. Estimate No. .....

Job Prefix No. Stevens Pavlon Materials for 1925

Fed. Aid Proj. No. .....

Work done to July 31, 19 25

Kind of work Paving
(Grading, Macadamizing, Paving)

Section .....

Highway Pavlon

County .....

Contractor .....

Work begun ....., 19.....

Work completed .....

Correct .....
Resident Engineer

Approved .....

STATEMENT OF CONSTRUCTION MATERIALS ON HAND

Item	Unit	Allowable Unit Price	Quantity	Amount
Total				

STATEMENT OF MATERIALS FURNISHED TO CONTRACTOR

Item	Unit	Total Quantity Received	Total Quantity on Hand	Total Quantity Transferred to Other Work	Total Quantity to Be Deducted to Date
Explanation of transfers					

INSTRUCTIONS

Submission of Estimates:

Monthly estimates shall be prepared and submitted upon dates established by the Office Engineer for each particular job. The number of copies to be prepared shall be five when the work is Federal Aid work, and four for all other work. The Resident Engineer shall retain one copy, forwarding all other copies to the Division Office. The Division Office will retain one copy, forwarding the remaining copies to the Salem Office. One copy will be retained by the Salem Office, one forwarded to the contractor and on Federal Aid Projects, one forwarded to the Office of Public Roads. In cases where the Division Engineer has his headquarters in Salem, the copy for the Division Engineer's Office may be omitted.

Copies of Monthly Estimates furnished contractors will not be considered official unless submitted through the division and Salem Offices.

Preparation of Estimates:

Show quantities in detail; split the work up into units which will be readily recognized by the Division Engineer and contractor to enable them to check up the estimate in a general way to see that all work done is included. List each culvert by itself, showing the excavation, pipe, concrete, steel, etc., entering into its construction. Show clearing and grubbing as a percentage of the total amount for the job. For this one item, do not split your [illegible] into sections, as payment must be made as a percentage of the whole. Head columns clearly listing items in the order in which they are shown in the specifications, using the item names as given therein. List plain concrete pipe as "Plain Concrete Pipe," and reinforced concrete pipe as "Reinforced Concrete Pipe," not simply "Concrete Pipe" or "Culvert Pipe." State sizes and give units of measurement. Mark decimal points distinctly.

Quantities to be shown on estimates are total quantities to the date of the estimate, not simply the quantities moved since the last previous estimate.

Allowances for Material on Hand:

The contractor will be allowed payment upon materials delivered upon the work, and as a basis for such payment, the Resident Engineer will show in the place provided on the estimate form the amounts of materials actually on hand at the date of the estimate. Only non-perishable materials entering into construction, which materials have been purchased direct by the contractor, shall be listed. Fuel, equipment, contractor's supplies and materials of similar nature should not be included. Neither should materials furnished to the contractor by the State or County.

List on each estimate the quantities actually on hand at the date of the estimate, and not yet incorporated in the work, regardless of any previous estimates. These quantities are not cumulative and have no relation to other from month to month.

Advances on materials are intended to cover only the larger items, and Resident Engineers should not list materials on hand unless they represent a value of at least $500.00.

In estimating the unit prices to be applied to the various items allow 90 per cent of the unit cost to the contractor; provided, however, that on items on which there is a bid unit price, or materials which the State offered to furnish at a guaranteed price, the contractor shall not be allowed more than 90 per cent of such unit price or guaranteed price, regardless of the cost to him.

Statement of Materials Furnished Contractors:

If the State or County is furnishing the contractor materials for any part of his work, the Resident Engineer will keep track of and show in the proper place on his estimate sheets the amounts of such materials delivered upon the work and the amounts incorporated in the work. Deductions for materials furnished will be made from the payments to the contractor, as the materials are incorporated in the work.

If for any reason, the same class of material is furnished the contractor at more than one unit price, separate quantities should be shown for the material at each price.

Shrinkage haul from Coquille per 1927 Report Maintenance

	MILE	STATION TO STATION	CLEARING AND GRUBBING Per Cent Complete	COMMON EXCAVATION Cu. Yds.	INTERMEDIATE EXCAVATION Cu. Yds.	SOLID ROCK EXCAVATION Cu. Yds.	OVERHAUL Cu. Yds.-Sta.	Excess Basis Crushed Rock Cu. Yds.	Coarse Filler Crushed Rock Cu. Yds.	Sand Cushion Cu. Yds.
1	1-W	0+0 – 30+0								
2	1-E	30+0 – 68+80	County and State							
3	1⅛ E	68+80 – 75+72						148	60	
4	2-E	75+72 – 121+73			Miles start at quarry			860		
5	3-E	121+73 – 175+38			400 ft off hwy at sta. 30			892		
6	4-E	175+38 – 228+13	F.A. 82					496		
7	5-E	228+13 – 282+16			Quarry 1½ miles east			256	1/20 per c. for material hauled from Quarry only.	
8	5⅞ E	282+16 – 326+91½	169 N.9° E.							
9	6-E	169+28⅝ – 176+90						98		
10	7-E	176+90 – 229+70			Haul to east and also					
11	8-E	229+70 – 282+29			west ½ mile			148		
12	9-E	282+29 – 335+09	F.H.S. 7					72		
13	10-E	335+09 – 381+89						1228		
14	11-E	381+89 – 439+93								
15	11½ E	439+93 – 466+0								
16	1-E	121+73 – 163+65							280	
17	2-E	163+65 – 216+40	F.H.S. 2						412	
18	3-E	216+40 – 270+43			Filler pit sta. 110				236	
19	4-E	270+43 – 322+91			1¾ miles east of Bandon				176	
20	4⅛ E	322+87 – 326+91½	150 N.5° E.		Quarry. Hauled east only					
21	5-E	169+28⅝ – 217+97								
22	6-E	217+97 – 270+56	F.A. 97							
23	7-E	270+56 – 323+36								
24	1-E	408+0 – 430+0	F.A. 97		– Cool ash filler pit sta. 433. Hauled east only.			124		
25	2-W	426+0 – 439+83								
26	1½ W	439+83 – 466+0	F.A. 97							
27	1-E	520+0 – 512+80			Filler pit sta. 520					
28	3-E	116+20 – 63+40			2 miles east of Riverton					
29	4-E	63+40 – 10+60	F.A. 94		Hauled west and east					
30	5-E	10+60 – 9+35								
31	1-W	9+35 – 37+15						170		
32	2-W	37+15 – 89+95	F.A. 94					204		
33	2¾ W	89+95 – 131+0						176		
34	3 W	131+0 – 599+05			Gravel unloaded at Coquille			28		
35	4-W	599+05 – 546+25			and hauled west.			204		
36	5-W	546+25 – 493+45	F.A. 97					348		
37	6-W	493+45 – 440+65						184		
38	7-W	440+65 – 388+70						668		
39	8-W	388+70 – 384+0						36		
40										
		Total Quantities to Date						2018	4148	1288
		Quantities Previously Estimated								
		Quantities Handled Since Last Estimate								

Overhaul 70 dcym 9744

ID ROCK AVATION	OVERHAUL	Top [illegible] Crushed Rock	Base Course Crushed Rock	Surf. [illegible] Haul	Joint Materials	Top [illegible] Haul	Base Course Haul	Maint. Materials Haul
Yds.	Cu. Yds. Sta.	C.Y.	C.Y.	C.Y. Miles	C.Y. Miles	C.Y. Miles	C.Y. Miles	C.Y. Miles
Quarry		48	60	120	20	296		40
to sta. 30		560			156	2580		468
		896			28	3568		112
iles east		136			136	2480		680
		256			152	1536		912
ast sta.		48				336		
		148			112	1184		896
		72			76	648		684
		1228			64	12280		640
			280	280				
			412	824				
110			236	708				
Bandon			176	704				
east sta.								
t. sta. 408. Hauled east only.			124	124				
20								
iverton								
f								
		170				170		
		204				408		
		176				528		
t Coquille		28			10	84		
		204			184	816		736
		348			124	1740		620
		184			184	1104		1104
		668			220	4676		1540
		36			48	304		384
		2018	4140	1188	2160	15.20	9830	8864

	Cu. Yds.	Haul, Miles	NAMES OF SUB-CONTRACTORS OR OTHER PARTY PERFORMING WORK
1	777	777	
2	461	461	
3	462	924	
4			
5	461	1383	
6	462	1848	
7	461	2305	
8	462	2772	
9			
10	461	3777	
11	462	3696	
12	461	41.49	
13	462	4620	
14	492	5662	
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31	272	272	
32	544	1088	
33	544	1632	
34			
35	546	2184	
36	544	2720	
37	544	3264	
38	544	3808	
39			
40			
	3538	14968	3538 13185

Total Quantities to Date

Quantities Previously Estimated

Quantities Handled Since Last Estimate

Form 44—8-12—5M—8-25.

STATE OF OREGON
HIGHWAY DEPARTMENT

TABULATION SHEET

1.

Coquille - Bandon ... O S

1924

... Coquille ... Bandon ... Ordinary 1400 ft. from Sta. 30

Miles	Ind. in yds.	Ind. Haul C.Y. M.	Sand in yds.	Sand Haul C.Y. M.	Total in yds.	Total Haul C.Y. Mi.
1W	592	592	800	800	1392	1392
1E	632	632	932	932	1564	1564
2E	848	1696	1443.5	2887	2291.5	4583
3E	852	2556	1240	3720	2092	6276
4E	848	3392	1267	5068	2115	8460
5E	856	4280	1280	6400	2136	10680
6E	848	5088	1275.5	7653	2123.5	12741
7E	835.5	5848.5	1276	8932	2111.5	14780.5
8E	635.5	5084	1263.5	10108	1899	15192
9E	636.0	5724	1633	14697	2269	20421
10E	428.0	4280	1766.5	17665	2194.5	21945
11E			1050	11550	1050	11550
11½E			500	5750	500	5750
Totals	8011	39172.5	15727	96162	23738	135334.5
Avc. Haul per C.Y.		4.89		6.11		5.70
		.20		.20		.20
		.9780		1.2220		1.1400

Form 44—8-12—6M—8-25.

STATE OF OREGON
HIGHWAY DEPARTMENT

TABULATION SHEET

2

Eugene - Coburg 6 F G.

1924 Sta. [illegible] of [illegible] Engene 1400 ft. from Sta 30

Mile	Cap in Yds	End Haul C.Y.M.	Base in Yds	End Haul C.Y.M.	Total Cu Yds.	Total Haul C.Y.M.
1W - .73	443	443	760	760	1203	1203
1E - .73	566	566	971	971	1537	1537
2E	778	1556	1333	2666	2111	4222
3E	778	2334	1333	3999	2111	6333
4E	778	3112	1333	5332	2111	8444
5E	778	3890	1333	6665	2111	10555
6E	778	4668	1333	7998	2111	12666
7E	778	5446	1333	9331	2111	14777
8E	778	6224	1333	10664	2111	16888
9E	778	7002	1333	11997	2111	18999
10E	778	7778	1333	13330	2111	21110
11E			1333	14663	1333	14663
11.5E - .50			666	7659	666	7659
Totals	8011	43021	15727	96035	23738	139056
Ave. Haul for C.Y.		5.37		6.11		5.86
		20		20		20
		1.0740		1.2220		1.1720

Form 46—37912—8M—5-35. STATE OF OREGON HIGHWAY DEPARTMENT TABULATION SHEET 3

Coquille - Bandon 6 FG

1924 Yardage distribution from Coquille

Miles	Top Cu yds.	Top haul Cu yds. M.	Base Cu yds.	Base haul Cu yds. M.	Total Cu yds	Total Haul Cu yds. M.
1 W	707	707	847	847	1554	1554
2 W	571	1142	1779	3558	2350	4700
3 W	582	1746	1576	4728	2158	6474
4 W	786	3144	1380	5520	2166	8664
5 W	530	2650	1093	5465	1623	8115
6 W	436	2616	548	3288	984	5904
7 W	555	3885			555	3885
Totals	4167	15890	7223	23406	11,390	39296
Ave. Haul in C.Y.		3.81		3.24		3.45
		20		20		20
		.7620		.6480		.6900

Form 16—27912—3M—8-25.

STATE OF OREGON
HIGHWAY DEPARTMENT

TABULATION SHEET 3

Coquille - Bandon 6 FG

1924 Yardage distribution from Coquille

Miles	Top in Yds.	Top Haul C.Y. M.	Base in Yds.	Base Haul C.Y.M.	Total Cu Yds	Total Haul Cu. Y. M.
1 W	707	707	847	847	1554	1554
2 W	571	1142	1779	3558	2350	4700
3 W	582	1746	1576	4728	2158	6474
4 W	786	3144	1380	5520	2166	8664
5 W	530	2650	1093	5465	1623	8115
6 W	436	2616	548	3288	984	5904
7 W	555	3885			555	3885
Totals	4167	15890	7223	23406	11,390	39296
Ave. Haul in C.Y.		3.81		3.24		3.45
		.20		.20		.20
		.7620		.6480		.6900

5-25.

STATE OF OREGON
HIGHWAY DEPARTMENT

TABULATION SHEET 4

Roseburg Sandon 6 PG.

1924 Estimate from Loguille

Miles	Cu. Yds.	Cu. Yds. Haul	Rock Cu. Yds.	Rock Haul C.Y.M.	Total Cu. Yds.	Total Haul C.Y.M.
1W-.52	333	333	681	681	1014	1014
2W	639	1278	1308	2616	1947	3894
3W	639	1917	1309	3927	1948	5844
4W	639	2556	1308	5232	1947	7788
5W	639	3195	1309	6545	1948	9740
6W	639	3834	1308	7848	1947	11682
7W	639	4473			639	4473
Totals	4167	17586	7223	76849	11390	44435
Ave. Haul for C.Y.		4.22		3.72		3.90
		20		20		20
		8440		1440		7800

STATE OF OREGON
HIGHWAY DEPARTMENT

TABULATION SHEET

Coquille - Barton 6 PG.

Mile	Quarry	Total of Base & Top 1924	Total of Base & Top 1925	Grand Total				Ave. for Full Mile 1924
1W = (.57)	14001 Ft. From Sta 30	1392		1392				2442
1E = (.73)	"	1564		1564				2142
2E	"	2291.5	148	2439.5				
3E	"	2092	860	2952				
4E	"	2115	892	3007				
5E	"	2136	752	2888				
6E	"	2123.5		2123.5				
7E	"	2111.5	48	2159.5				
8E	"	1899	148	2047.0				
9E	"	2269	72	2341.0				
10E	"	2194.5	1264	3458.5				
11E 7W } Equa.	"	1050						
	Coquille Sta 30	555.	668 ✓	2273				
11½E 6W }	Coquille	500						
		984	184 ✓	1668				
5W	"	1623	348 ✓	1971				
4W	"	2166	204 ✓	2370				
3W	"	2158	204 ✓	2362				
2W	"	2350	204 ✓	2554				
1W (.52)	"	1554	170 ✓	1724				2988

R.F. R.G. PG-97

August 14th, 1935.

Royal Indemnity Company,
Pine & Sansome Sts.,
San Francisco, Calif.

Attention Mr. Charles A. Prevost,
Surety Bonding Dept.

Gentlemen:

In reply to your letter of the 12th instant with further reference to the contract of the Johnson Contract Company for the surfacing of the Coquille-Bandon Section of the Roosevelt Coast Highway, we wish to advise as follows:

We have not yet made final settlement to the Johnson Contract Company for this work. On July 20th of this year, an estimate was submitted by the Resident Engineer in charge of the work and along with it a quantity summary sheet showing the amount of work which was yet to be done at that time. We find that there was some 4,000 yards of base material, 4,000 yards of top material, and about 8,000 yards of maintenance material yet to be furnished on that date. It is very likely that this material has been furnished and the contract is completed by now. However, we do not have definite information in this office if this is the case. The final records of this project have not yet been submitted for check in this office. However, this may be due to the fact that the Resident Engineer has not completed his field check of quantities.

Under date of July 20th, 1935, there had been paid to the Johnson Contract Company a sum of $175,318.76. Our retained percentage on that date was $5,422.25. The sum of these two amounts $180,740.98 represents the total amount earned by the contractor up to July 20th of this year. This figure does not represent the total amount which will have been earned by the Johnson Contract Company when the job is completed and accepted by the Highway Commission.

Very truly yours,

ROY A. KLEIN,
State [illegible]way Engineer.

By

H. B. Blaisyer,
Chief Clerk.

hbg/er

...MUNICATIONS TO THE COMPANY - NOT TO INDI...

PACIFIC COAST DEPARTMENT
ROLLA V. WATT, Manager
F. M. COTTER, Resident Secretary
E. C. SMITH, Asst. Resident Secretary

ROYAL
INDEMNITY COMPANY
HEAD OFFICE NEW YORK - MILFORD E. JEWETT, PRES.

Cable, COMPENSATE, SAN FRANCISCO

PINE & SANSOME STREETS

SAN FRANCISCO, CAL.,

August 12, 1925.

Mr. H. B. Glaisyer, Chief Clerk,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir: In Re: 17695-Johnson Contract Co.

Returning from my vacation I find your letter of the 6th on my desk and desire to thank you very much for the trouble you have gone to in giving us a complete understanding of just how this contract stands.

I also find a letter of ~~a former date~~ our agent advising that the additional rock has been furnished and the contract has been fully completed and accepted and that the contractor has withdrawn all his equipment on the job.

We will appreciate it very much if you will once more look into this matter for us and advise us if our present understanding is correct. We will also appreciate it very much if you will advise us the total amount earned by the contractor on his job. We wrote our bond with the understanding that the contract price amounted to $159,335 but we assume that there has been a material increase in this figure due to the additional surfacing material which has been furnished him under the contract.

Very truly yours,

CHAS. A. PREVOST
Supt. Bonding Dept.

CAP.M

paid 175; 318.70 } July 20, 1925
return 5; 22.23 }
82.00 [illegible]

H. B. G.

H. B. Glaisyer, Chief Clerk.

1909 97

Coquille Bridge

Quantities

Same increase & check showing the haul on crushed stone between Coquille & Myrtle Point.

The haul for 1925 on the showing as actually hauled over the road would be as follows:

Coquille haul - 7794 cu. yards @ 1¢ per cu. yd. 5870.40

" " 7794 cu. yds distributed evenly over 10½ miles @ 10¢ 5087.68

10958.08

Deference

Coquille haul - 7794 cu. yards @ 1¢ 7849.88

" " 7794 cu. yds distributed evenly over 6½ miles @ 84½¢ 236372

48616

Coquille haul 7794 cu. yards @ 1¢ 7849.88

" " 7794 cu. yds distributed evenly over 5½ miles @ 74½¢ 7081.53

76835

There was some doubt in my mind as to whether Johnson's haul should figure to the 7 mile or 6 mile post one being west of Riverton and the other being east of Riverton so I figured both ways

Respy

Paul Vanderen

RECEIVED
AUG 1 1 1925
MARSHFIELD DIV. OFFICE

ROY A. KLEIN,
State Highway Engineer.

By

H. J. Glaisyer, Chief Clerk.

CC CC 9997

July 6, 1928.

Royal Indemnity Company,
Pine & Sansome Streets,
San Francisco, California.

Attention Mr. Chas. A. Pratnal,
Superintendent Bonding Department.

Gentlemen:

We acknowledge receipt of your letter of the 2nd inst. with further reference to the contract held by the Johnson Contract Company for the surfacing of the Coquille-Bandon Section of the Roosevelt Coast Highway.

Investigation reveals the fact that the information given you in connection with this contract is correct; the project was nearing completion in December of last year when the work was closed down for the winter. Since that time it has been decided to put on additional surfacing material which amounts to from 7000 to 8000 cubic yards. This is being placed by the contractor as a part of the original contract and not as force account work. He is being paid for the same on the unit price basis specified in his contract and in accordance with that clause on page 16 of the standard specifications under the caption "Additional Work" which clause reads as follows:

> "The contractor shall perform such work in addition to that definitely called for in the plans and quantity estimates as may develop is necessary for the satisfactory completion of the roadbed and surfacing as contemplated. For such additional work he shall receive payment at the unit price for the items involved the same as if such work had been specifically included in the original plans and quantity estimates."

For the reasons stated above we consider that the placing of this additional rock is part of the original contract and the surety company is in no way relieved of responsibility in connection with the placing of the same. In the event of default of the contractor we would expect the surety company to complete his obligation.

We trust that the foregoing information is satisfactory.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

RAK:LM

H. B. Glaisyer, Chief Clerk.

ADDRESS ALL COMMUNICATIONS TO THE COMPANY — NOT TO INDIVIDUALS

ROYAL INDEMNITY COMPANY

HEAD OFFICE NEW YORK - MILFORD E. JEWETT PRES.

PACIFIC COAST DEPARTMENT
ROLLA V. WATT, MANAGER
F. M. COTTER, RES. SECRETARY
E. C. SMITH, ASST. RES. SECRETARY

CABLE: COMPENSATE, SAN FRANCISCO

PINE & SANSOME STREETS
SAN FRANCISCO, CAL.

July 2, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

In re PCD-17695--Johnson Contract Company - State of Oregon

This company is surety on a bond of the Johnson Contract Company in connection with a contract for the surfacing of the Coquille Section of the Roosevelt Coast Highway in Coos County.

On April 10th last your office advised us that the job had not been completed, but from the information available in your office, it appeared that it was ninety-five per cent complete on December 29th last, when the work closed down for the winter.

On June 13th last your office again advised us that the was seventy-nine per cent complete on May 20th, and would probably be completed about July 31st.

A few days ago, we had a request to execute another contract bond on behalf of the Johnson Contract Company, but we declined, advising our agent that they still had this work on hand to complete, and we now have a letter from the agent, advising that the contract has been completed, but that after completion, the Highway Commission asked the contractor to furnish 7,000. additional yards of material from their quarry and sell same to the State at the original contract price.

This, we understand, the Johnson Contract Company is doing, but under a separate contract in the nature of a force account. We are, however, advised that the State is still retaining three per cent on the original contract and that this will no doubt be retained until the material being furnished is completed.

Would you be good enough to advise us the true situation, so that we may know just where we stand in connection with our bond. Does your office consider this additional material is being furnished as a part of the original contract and that our bond would be liable in the event of any default, or is this company relieved of liability by reason of the completion of the work contemplated in the original contract?

Yours very truly,

Chas. A. Prevost,
Supt. Bonding Dept.

CAP.C
Enc 1

+ 9000
- 1000

214) 1780 (8
1488
292

99 97

April 19, 1926.

Royal Indemnity Company,
Pine & Sansome Streets,
San Francisco, California.

Attention Mr. W. C. Binning,
Asst. Mgr. Bonding Department.

Gentlemen:

In reply to your letter of the 8th inst. regarding the contract held by the Johnson Contract Company for the surfacing of the Coquille-Bandon Section of the Roosevelt Coast Highway, will say that this project has not yet been completed and accepted.

The latest information available in this office shows that the work was practically 95 per cent complete on December 29, 1924, when the work closed down for the winter. Our records show also that there has been an amount of $47,400.47 paid to the Johnson Contract Company. Our retained percentage amounts to $4,658.78.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

M. D. Gleisner,
Chief Clerk.

MDG:LM

ADDRESS ALL COMMUNICATIONS TO THE COMPANY - NOT TO INDIV DUALS

ROYAL
INDEMNITY COMPANY
HEAD OFFICE NEW YORK - MILFORD E. JEWETT, PRES.

PACIFIC COAST DEPARTMENT
ROLLA V. WATT, MANAGER
F. M. COTTER, RESIDENT SECRETARY
E C SMITH, ASST RESIDENT SECRETARY

Cable: COMPENSATE, SAN FRANCISCO

PINE & SANSOME STREETS

SAN FRANCISCO, CAL.,

April 8, 1925.

State Highway Commission,
Salem,
Oregon.

Dear Sirs:

In re PCD-17695--Johnson Contract Company - State of Oregon

On February 4, 1924, we executed a contract bond on behalf of the Johnson Contract Company covering their contract for the construction of the Coquille-Bandon Section of the Roosevelt Coast Highway, in Coos County.

Will you please be so kind as to advise if this job has been completed and accepted, giving us the date of acceptance, and total amount paid to the contractor.

Thanking you for an early reply, we are,

#707

Yours very truly,

W. C. Boning,
Asst. Supt. Bonding Dept.

WCB:
ARC

Enc

$47,400.47

$4,55[illegible].1[illegible]

95 r/o

PQ-97

xxxxxxxxxx
Marshfield, Oregon.
April 5, 1935.
Box 151.

Johnson Contract Co.,
414 Exchange Building,
Portland, Ore.

Attention Mr. H. H. Johnson.

Dear Sir:

In reply to your letter of April 2nd, can give you the following tentative line-up for the work between Reedsport and Coquille:

Remaining in your contract, approximately	2,500 c.y.
Increase of your contract, approximately	5,000 c.y.
Approximate total to be applied in 1935	7,500 c.y.

This quantity is to be applied as follows:

2,000 c.y. of 1½" material to be stock-piled in small stock piles 200 to 250 cubic yards per pile between Reedsport and the Fat Elk dike fill.

2,000 c.y. of 1½" material to be used as required to repair places broken through during the past winter, and to strengthen weak places between Reedsport and dike fill at Fate Elk.

3,500 c.y. of 1" material practically same distribution as above.

This material will without doubt nearly all be used between Reedsport and Riverton. It will therefor be necessary for you to start your Reedsport plant. I presume therefore, you will take all from that plant. If you find it necessary to take gravel at Coquille, all this will be 1" material.

The time you can start is a guess, but I would say about May 15th, possibly before that. You might try May 1st, but in case subgrade was to soft you would have to hold up for awhile.

Will be up to next Commission meeting and would like to see you at that time.

Very respectfully,

[signature]
Division Engineer.

cc. E. A. Klein, Salem.

99-97

ALBERT E. SEAMAN
ATT'Y AT LAW

LAW OFFICES

A. E. SEAMAN & SON

286 FRONT STREET

MARSHFIELD, OREGON

WESLEY A. SEAMAN
ATT'Y AT LAW

Feb. 9th, 1925.

Johnson Contract Company,
414 Exchange Bldg.,
Portland, Oregon.

Gentlemen:- Re: Hillstrom Transp. Co vs F. V. Forbes;

According to our understanding over the telephone and conversation of recent date I am writing you regarding our attitude in this matter.

On October 15th the Hillstrom T. Co., signed two orders addressed to F. V. Forbes as their employer, one being for the sum of $500.00, payable on or about the 15th of November, and the other for the sum of $704.00, payable as soon as this sum was due the Company. Upon the first order Forbes paid $400. on Nov. 21st., and $100. upon Jan. 22. This disposes of the $500. order. Nothing has been paid upon the second $704. order. Both orders were accepted by Forbes in writing.

On Nov. 10th, Forbes rendered the Company a statement covering from Sept. 21st, to Oct. 20th, inc. This statement shows a credit is due the Company of $670.56. There is a notation on this statement that $500. of this sum was paid to Seaman on the first order. Therefore, this leaves $170.56 to the credit of the Company

The statement from Forbes for Oct. 21st to Nov. 20th, inc., shows that the Company has a credit of $269.80.

The statement from Forbes from Nov. 21st, "to end" shows a credit of $95.33 due the Company.

These various credits total $535.69 which is actually due and immediately payable to Hillstrom, either directly to him, or to men he owes for labor on this job, or for bills which are chargeable against this job and which Forbes should pay to protect himself. We insist that this sum be paid at once either to Hillstrom or to the payment of bills chargeable to the Hillstrom Company, and we demand as proof some statement or receipts showing such payments were actually made.

Forbes also rendered a statement showing he was holding back $745.89. Hillstrom insists there was no agreement or contract allowing Forbes to hold back any sum whatsoever. Forbes agreed to pay the Company in full every thirty days. His statements show the Company has $1281.58 actually earned, of which he admits $535.69 is due. No doubt he has the right to protect himself against outstanding unpaid labor claims, and other like bills and also against orders which he has accepted, but when he refuses and fails to pay

E. SEAMAN
ATT'Y AT LAW

LAW OFFICES
A. E. SEAMAN & SON
286 FRONT STREET
MARSHFIELD, OREGON

WESLEY A. SEAMAN
ATT'Y AT LAW

both the labor claims etc., and the orders, and also the Company he goes a step to far. We want one or the other paid. Either pay the Hillstrom Company's bills with that money or else pay the Company so it can pay said bills. Our demand is as to the total sum of $1281.58 for we consider that sum due and payable immediately.

I do not understand your attitude in this matter. On Jan. 26th, you wrote to Forbes saying you would pay any part of the $535.69 to the Company upon being authorized to do so by Forbes. You sent a copy of this letter to Hillstrom.

On Jan 30th you wrote to Hillstrom refusing to advance any money and charge it to Forbes because you say Forbes informes you that there is outstanding labor and material bills and orders covering this sum. Assuming this is true and that Forbes is correctly informing you, why are not these claims paid wither by Forbes or by you and charged to Hillstrom Transportation Company? According to your own letter you would pay $535.69 on such claims and refuse to advance money to the Company because of these unpaid claims. Hillstrom admits there are two or three hundred dollars due drivers, etc., and in fact he admits that practically all the money Forbes owes him should be paid by Forbes not to the Company direct, But to drivers, and other creditors of the Company. We want our $704.00 order paid, and Hillstrom wants the drivers and other job bills paid. Why Forbes does not arrange with you to pay them is something we cannot understand.

I suggest you force Forbes to render you a statement of the unpaid material and labor bills, that you pay them then send me a statement covering those bills paid so we can check up, and in this way we can find out how much Forbes should pay us on our $704 order.

Unless some satisfaction is given us promptly we will file suit and let the court determine just who is liable and to what extent. In fact my client expects me to commence action within the next week unless this matter is forced to a head and concluded within the next few days.

Yours truly,
A. E. Seaman
Attorney for Hillstrom Transp. Co.,

Copy sent to: Sec. Kline, Salem, Ore.
Royal Indemnity Co. Ptld., Ore.
F. V. Forbes, Mfld., Ore.

89-97

January 30, 1925.

Mr. S. H. Probert,
Office Engineer,
O f f i c e .

Dear Sir:

Referring to the attached letter from Mr. Chandler relative to alternates on the Coquille-Bandon surfacing, contract No. 707, to which was attached the claim of the Johnson Contract Company covering this matter, after considering the subject and studying over the contract, in view of the fact that the Johnson Contract Company furnished crushed rock or crushed gravel throughout and did not use any pit run gravel, I am inclined to follow Chandler's recommendation that we pay them the price of $4.08 per cubic yard of base course materials as provided in their bid on Alternate "A" instead of the price of $3.93 as provided in Alternate "B". As an offset against this greater price, in part, as stated in Chandler's letters, the cushion course on the 2 miles east of Bandon section was eliminated by the use of crushed rock.

Very truly yours,

State Highway Engineer.

RAW:HI

89-97

January 19, 1925.

Johnson Contract Company,
414 Exchange Building,
Portland, Oregon.

Gentlemen:

In reference to the matter of exemption of the state tax on gasoline used in hauling surfacing materials on the Coquille-Bandon contract which you referred to in our conversation in Portland on January 15, would say that I have given some study to the matter and have made some inquiry as to actual conditions existing on that job.

The highway in question was open to the public before your operations commenced, and, therefore, in every sense it is a public highway and there is no provision in the law for exemption of the tax except in work done on roads which have not been opened to public travel. In every surfacing contract of which I am advised, the contractors have paid the gasoline tax and it does not appear that this job is any different from the great majority of cases; in fact, it would be a very rare case where a surfacing contract would be carried on on a road which was not open to travel in its entirety.

The Attorney General has given an opinion on this matter which covers the subject very clearly and which the Secretary of State has used for his guide in denying the request for exemption in this particular case.

While it is true that we are the beneficiaries under the act and it does not make any difference to us, yet we ourselves have always paid the tax on surfacing jobs where we have done the hauling; and, in fact, on this particular job, the gasoline tax was paid on gasoline consumed in tractors and other equipment used in preparing the roadbed to receive the surfacing.

The whole matter seems to be quite clear that the tax should be paid in this particular case and that there are no extenuating circumstances which would warrant us in asking for any special consideration.

Very truly yours,

State Highway Engineer.

MAK:MI
cc W. E. Chandler

...ON ...NT

...ISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

IN YOUR REPLY PLEASE

REFER TO FILE NO. .....

Marshfield, Oregon.
Jan. 17, 1925.
Box 151.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:

Referring to your letter of January 15th, regarding rebate on gasoline for Johnson Contract Company on the Bandon-Coquille section.

Do not see any conditions on this job different from other surfacing jobs in other parts of the State. The road was open to travel all the time their work was in progress.

Have not had this matter come up on any jobs heretofore in this division. Am also enclosing the correspondence in our files on this subject. Two letters from Johnson Contract Company and my letter to Sam Kozer.

Respectfully,

WM. E. CHANDLER,

Division Engineer.

WEC/B

JAN 13 1925

...STATE HIGHWAY COMMISSION

Form No. 39—22292—6M—8-23

29-97

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

RECEIVED DEC 3 1924 OREGON STATE HIGHWAY COMMISSION

Date Nov 29, 1924

Job Name Hwy Coquille - Bandon

Week from Nov 16 to Nov 29

Mail Address Coquille Ore

Highway Roosevelt Coast

Telegraph or Telephone Address " "

County Coos Job Prefix 6 PG

Express and Freight Address " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Have cleared the west frame Coquille cut out as far as mile 4. Some parts of road cut up considerable but most of 'dyke' line in good shape. Will probably continue hauling until next heavy rain.

On Friday Nov 21 between 8 AM & 12 M. a great many land slides came in. Road was blocked in 7 different places. By about noon on Saturday 11/22 road was opened from Coquille to 1 mile west of Riverton and from Bandon to about this same place where two slides of 3000 & 7000 cy blocked the road.

We planked around these two and by Monday 6/4:30 PM. road was open for travel.

We had a force of about 25 men on the work and could hardly have opened sooner than we did.

RECEIVED DEC 1 1924 HIGHWAY DIV. OFFICE

(See back of this sheet for instructions and detailed information.)

Signed Paul Lawton

Title Div Engr.

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

09-17

October 2, 1924.

Mr. Walter P. Rees,
Riverton, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of the 29th ult., requesting information regarding the filing of your claim for the loss of a horse which was killed by a truck operated in the employ of the Johnson Contract Company.

In reply will say that the surfacing of the Coquille-Bandon Section is under contract to the Johnson Contract Company. Any claims for damages of any kind whatsoever which may occur as a result of the operations of employees of the Johnson Contract Company, should be filed with the Johnson Contract Company as they are responsible.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:EM

Riverton, Oregon,
September 29th, 1924.

State Highway Commission,

Salem, Oregon,

Gentlemen;

Along about the 26th of August last, a bay mare belonging to me was killed by a truck operated by an employee of the Johnson Construction Company on the State Highway near Riverton, Oregon.

Not being familiar with making out an application for damages which I have been informed is usually done in such cases, I would appreciate the matter of having you inform me how to proceed in having the Commission to make the proper examination for the allowance of a reasonable amount of damages for the loss of the above mentioned mare.

This horse was valuable one, weighed about 1500, was ten years old, perfect condition and was a great loss to me,as she was well broken and was one of a team which I cannot very well afford to lose.

I have been informed that there is some sort of an application or a sworn statement that is necessary to be made by the owner, giving the exact details regarding this loss,and the amount of damages sustained by me. If you can advise me how and in what manner it would be necessary to proceed, I shall appreciate it, and would if there is some way of an agreeable settlement,name a reasonable price to cover the loss of this animal.

Thanking you for your early consideration of the matter and trusting that you will inform me as soon as convenient, I am

Yours very truly, Walter T. Reed

7,265 [illegible] 99-97

13,122.50

Sept. 10, 1924.

The Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Bldg.,
Portland, Oregon.

Gentlemen:

This letter is to advise you as surety on the bonds furnished by John Hampshire in connection with State Highway contracts Nos. 642 and 647, that we have received notice of the claim of Mr. J. D. MacVicar against John Hampshire, which claim amounts to $7,500, and is for services rendered to Mr. Hampshire while he was employed in the capacity of superintendent in charge of construction and grading work. This claim has been filed for Mr. MacVicar by Mr. Fred A. Williams, his attorney, whose box is No. 435, Salem, Oregon.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:ER

copy

LAW OFFICES OF
FRED A. WILLIAMS
U. S. NATIONAL BANK BLDG.
SALEM, OREGON

September
Ninth
1 9 2 4.

To Hon. Sam A. Kozer,
Secretary of State,
Salem, Oregon.

Dear Sir: In re: J.D.MacVicar -vs- John Hampshire et al.

As attorney for the above named claimant I am herewith handing you a communication addressed to the Oregon State Highway Commission which outlines briefly the claim and just debt of $7,500.00 which J. D. MacVicar holds against John Hampshire principal contractor, and the bond wherein John Hampshire is principal and The Aetna Casualty and Surety Company of Hartford, Conn., is surety in connection with contracts Nos. 542 and 647 of the Oregon State Highway Commission which to make more definite and certain are by this reference made a part hereof.

This will also advise you that I am on this date also filing with the Secretary of the State Highway Commission a copy of this letter together with a copy of the enclosed claim.

Trusting that this will be found in due form and assuring you that if there is any formality which I have omitted I will be pleased to be so advised. I beg to remain,

Yours very truly,
Fred A Williams
Fred A. Williams,
Box 435. Salem, Oregon.
Attorney for Claimant.

FAW/H
Encs. 2

Receipt acknowledged

Copy

Grants Pass, Oregon,
August 30th.,1924.

To
THE OREGON STATE HIGHWAY COMMISSION,
Roy A. Klein, Secretary,
Salem, Oregon.

OREGON STATE HIGHWAY COMMISSION CONTRACTS
Nos. 542 and 647 respectively

In re: J. D. MacVicar -vs- John Hampshire et al.

NOTICE IS HEREBY GIVEN that the undersigned, J. D. MacVicar, whose post office address is Grants Pass, Oregon, on or about the 13th. day of March,1923, entered into a written contract with John Hampshire, a highway contractor, to act as his general superintendent and to perform labor and services as such in charge of grading and construction of certain highways then in course of construction and some to be started later and were started later and of which said undersigned had charge of and particularly the following, to-wit:

HUNTER'S HEAD SECTION of the Roosevelt Coast Highway and THE subject of Oregon State Highway Commission Contract #542, THE LAMPREY CREEK-FAT ELK CREEK SECTION of Roosevelt Coast Highway, THE subject of Oregon State Highway Commission Contract #647.

That pursuant to the terms of said contract with said John Hampshire, the said undersigned at the instance and request of said John Hampshire acted in the capacity of superintendent in charge of the construction and grading work, performing labor and services as such from long prior to March 13th.,1923 and continued up to on or about the First day of January, 1924, and thereupon contrary to the terms of said contract with the undersigned and for the purposes of avoiding payment, said Hampshire dispensed with the services of said MacVicar, altho said MacVicar stood ready and willing to carry out and abide by the terms of same, and so informed said Hampshire.

By reason of said contract with said John Hampshire and the obligation therein incurred, said John D. MacVicar has a claim for $7,500.00 for work, labor and services rendered and performed as herein above set out and against the bonds taken from John Hampshire in connection with State Highway Commission Contracts Nos. 542 and 647 respectively and against said John Hampshire as principal, for use in the performance of his said contracts Nos. 542 and 647 with the State Highway Commission for grading and construction of the Hunter's Head Section and the Lamprey Creek-Fat Elk Creek Section of the Roosevelt Coast Highway, the former in Curry County and the latter in Coos County, all in the State of Oregon, which contracts are on file with the said Oregon State Highway Commission at it

Roy A. Klein, Secretary,
Salem, Oregon.

OREGON STATE HIGHWAY COMMISSION CONTRACTS
Nos. 542 and 647 respectively

In re: J. D. MacVicar -vs- John Hampshire et al.

NOTICE IS HEREBY GIVEN that the undersigned, J. D. MacVicar, whose post office address is Grants Pass, Oregon, on or about the I3th. day of March, I923, entered into a written contract with John Hampshire, a highway contractor, to act as his general superintendent and to perform labor and services as such in charge of grading and construction of certain highways then in course of construction and some to be started later and were started later and of which said undersigned had charge of and particularly the following, to-wit:

HUNTER'S HEAD SECTION of the Roosevelt Coast Highway and THE subject of Oregon State Highway Commission Contract #542, THE LAMPREY CREEK-FAT ELK CREEK SECTION of Roosevelt Coast Highway, THE subject of Oregon State Highway Commission Contract #647.

That pursuant to the terms of said contract with said John Hampshire, the said undersigned at the instance and request of said John Hampshire acted in the capacity of superintendent in charge of the construction and grading work, performing labor and services as such from long prior to March I3th., I923 and continued up to on or about the First day of January, I924, and thereupon contrary to the terms of said contract with the undersigned and for the purposes of avoiding payment, said Hampshire dispensed with the services of said MacVicar, altho said MacVicar stood ready and willing to carry out and abide by the terms of same, and so informed said Hampshire.

By reason of said contract with said John Hampshire and the obligation therein incurred, said John D. MacVicar has a claim for $7,500.00 for work, labor and services rendered and performed as herein above set out and against the bonds taken from John Hampshire in connection with State Highway Commission Contracts Nos. 542 and 647 respectively and against said John Hampshire as principal, for use in the performance of his said contracts Nos. 542 and 647 with the State Highway Commission for grading and construction of the Hunter's Head Section and the Lamprey Creek-Fat Elk Creek Section of the Roosevelt Coast Highway, the former in Curry County and the latter in Coos County, all in the State of Oregon, which contracts are on file with the said Oregon State Highway Commission at its office in Salem, Oregon and by this reference are made a part hereof, and the name of the principal is John Hampshire and the name of the surety upon said bonds in each instance is THE AETNA CASUALTY & SURETY COMPANY of Hartford, Conn.

That the said amount is a just debt, due and owing said J. D. MacVicar by said John Hampshire and unpaid by said Hampshire for services and labor performmed on said construction jobs in the sum of $7,500.00 and both jobs are completed.

One year has not elapsed since the completion and acceptance of the work, labor and services perfomed under this contract and under contracts Nos. 542 and 647 with the Oregon State Highway Commission.

IN WITNESS WHEREOF I have hereunto set my hand and seal this the 30th day of August, I924.

(signed) J. D. MacVicar (Seal)
P. O. Address, Grants Pass, Oregon.
C L A I M A N T.

This a true copy
Fred A. Williams

FRED A. WILLIAMS
ATTORNEY AT LAW
SALEM, OREGON

September 9, 1924.

Mr. Fred A. Williams,
U. S. National Bank Bldg.,
Salem, Oregon.

Dear Sir:

Receipt is acknowledged of the copy of your letter to the Secretary of State enclosing copy of claim of J. D. MacVicar against John Hampshire and the Aetna Casualty & Surety Company on contracts No. 542 and 547, the amount of the above claim being $7,500.00.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glasgow,
Chief Clerk.

Dict. by J. McFarland.

C C 09-97

ACCIDENT AND LIABILITY DEPARTMENT
ÆTNA LIFE INSURANCE COMPANY
THE
ÆTNA CASUALTY AND SURETY COMPANY
AUTOMOBILE INSURANCE COMPANY
OF HARTFORD CONNECTICUT
MORGAN B BRAINARD, PRESIDENT.

...ES, LIVELY & PEARSON,
GENERAL AGENTS,
YEON BUILDING,
GEORGE A. MERCER, ADJUSTER.

PORTLAND, ORE..

Sept. 27, 1924

Oregon State Highway Commission
Salem, Ore.

Attention-H. B. Glaisyer

Gentlemen:

This acknowledges receipt of your letter of September 26 and also notice of complaint of the claim of J. D. MacVicar against John Hampshire in the amount of $7,500 on State Highway contracts, Nos. 542 and 647, for which kindly accept my thanks.

Yours very truly,

G.M:.H

NOTED
H. B. GLAISYER

Sept. 26, 1924.

Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Bldg.,
Portland, Oregon.

Gentlemen:

Enclosed herewith please find a certified copy of the notice of claim of Mr. J. D. MacVicar against John Hampshire in the sum of $7,500.00, being for services rendered to Mr. Hampshire in connection with State Highway contracts Nos. 542 and 647, which claim has been filed in the office of the Secretary of State by Mr. F. A. Williams, attorney for Mr. MacVicar. This notice is being forwarded to you at the request of the Secretary of State, as you appear as surety on the bond furnished by Mr. Hampshire in connection with these two contracts.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By [illegible]

H. B. Glaisyer,
Chief Clerk.

HBG:ER

Enclosure

Sept. 26, 1924.

John Hampshire,
Grants Pass, Oregon.

Dear Sir:

Enclosed herewith please find a certified copy of the notice of the claim of J. D. MacVicar against you in connection with State Highway contracts Nos. 642 and 647, which same is self-explanatory. This notice is forwarded to you at the request of the Secretary of State.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:ER

Enclosure

Sept. 26, 1924.

Secretary of State,
B u i l d i n g.

Dear Sir:

Receipt is acknowledged of your letter of the 9th instant, enclosing three certified copies of the claim of J. D. MacVicar against John Hampshire in amount of $7,500.00, being for services rendered to Mr. Hampshire in connection with State Highway contracts Nos. 542 and 647. Complying with your request, we are today forwarding a copy of this notice to John Hampshire, and one to the surety on the bond furnished by him in connection with these contracts.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:ER

99-97

C. N. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

#647-677

September 9, 1924.

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we have received from Fred A. Williams, U. S. National Bank Bldg., Salem, Oregon, and filed as of this date a notice of claim by J.D. MacVicar for services rendered in the sum of $7,500.00 against the bonds taken from John Hampshire in connection with State Highway Commission Contracts Nos. 542 and 647 for grading and construction of Hunter's Head Section and the Lamprey Creek-Fat Elk Creek Section of the Roosevelt Coast Highway.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bondscovering the contractsand one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

FILING DIVISION,

By M. J. Haas

B.

Grants Pass, Oregon,
August 30th., 1924.

To
THE OREGON STATE HIGHWAY COMMISSION,
Roy A. Klein, Secretary,
Salem, Oregon.

OREGON STATE HIGHWAY COMMISSION CONTRACTS
Nos. 542 and 647 respectively.

In re: J. D. MacVicar -vs.- John Hampshire, et al.

NOTICE IS HEREBY GIVEN that the undersigned, J. D. MacVicar, whose post office address is Grants Pass, Oregon, on or about the 13th. day of March, 1923, entered into a written contract with John Hapshire, a highway contractor, to act as his general superintendent and to perform labor and services as such in charge of grading and construction of certain highways then in course of construction and some to be started later and were started later and of which said undersigned had charge of and particularly the following, to-wit:

HUNTER'S HEAD SECTION of the Roosevelt Coast Highway and
THE subject of Oregon State Highway Commission Contract #542,
THE LAMPREY CREEK-FAT ELK CREEK SECTION of Roosevelt Coast Highway
THE subject of Oregon State Highway Commission Contract #647

That pursuant to the terms of said contract with said John Hampshire, the said undersigned at the instance and request of said John Hampshire acted in the capacity of superintendent in charge of the construction and grading work, performing labor and services as such from long prior to March 13th., 1923 and continued up to on or about the First day of January, 1924, and thereupon contrary to the terms of said contract with the undersigned and for the purposes of avoiding payment, said Hampshire dispensed with the services of said MacVicar, altho said MacVicar stood ready and willing to carry out and abide by the terms of same, and so informed said Hampshire.

By reason of said contract with said John Hampshire and the obligation therein incurred, said John D. MacVicar has a claim for $7,500.00 for work, labor and services rendered and performed as herein above set out and against the bonds taken from John Hampshire in connection with State Highway Commission Contracts Nos. 542 and 647 respectively and against said John Hampshire as principal, for use in the performance of his said contracts Nos. 542 and 647 with the State Highway Commission for grading and construction of the Hunter's Head Section and the Lamprey Creek-Fat Elk Creek Section of the Roosevelt Coast Highway, the former in Curry County and the latter in Coos County, all in the State of Oregon, which contracts are on file with the said Oregon State Highway Commission at its office in Salem, Oregon and by this reference are made a part hereof, and the name of the principal is John Hampshire and the name of the surety upon said bonds in each instance is THE AETNA CASUALTY & SURETY COMPANY of Hartford, Conn.

That the said amount is a just debt, due, and owing said J. D. MacVicar by said John Hampshire and unpaid by said Hampshire for services and labor performed on said construction jobs in the sum of $7,500.00 and both jobs are completed.

One year has not elapsed since the completion and acceptance of the work, labor and services performed under this contract and under contracts Nos. 542 and 647 with the Oregon State Highway Commission.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 30th. day of August, 1924.

J. D. MAC VICAR (Seal)
P.O. Address, Grants Pass, Oregon.
C L A I M A N T.

ENDORSED:
File No. 434
Filed September 9, 1924, SAM A. KOLER, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim of J. D. MacVicar for services rendered in the sum of $7,500.00 against the bonds taken from John Hampshire in connection with State Highway Commission Contracts Nos. 542 and 647 for grading and construction of Hunter's Head Section and the Lamprey Creek-Fat Elk Creek Section of the Roosevelt Coast Highway, with the original notice of claim filed in the office of the Secretary of State on September 9, 1924, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with the endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 23rd day of September, A. D. 19 24.

Sam A. Kozer

Secretary of State.

By C. Daughtry

Deputy.

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim of J. D. MacVicar for services rendered in the sum of $7,500.00 against the bonds taken from John Hampshire in connection with State Highway Commission Contracts Nos. 542 and 647 for grading and construction of Hunter's Head Section and the Lamprey Creek-Fat Elk Creek Section of the Roosevelt Coast Highway, with the original notice of claim filed in the office of the Secretary of State on September 9, 1924, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with the endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 23rd day of September, A. D. 19 24.

Sam A. Kozer
Secretary of State.

By C. Naughton
Deputy.

LINE OF ACTUAL PROGRESS
Aug 16th

TOTAL ESTIMATE FOR SURFACING FROM CITY LIMITS OF COQUILLE TO CITY LIMITS OF BANDON
and
GRADING .85 MILES EAST OF BANDON
Sta. 0/00 to Sta. 74/00

Clearing & Grubbing (Including old plumbing)	All required.		$ 200.00
Excavation (no class.)	4,475 cu. yds. @	$ 0.50	2,237.50
Overhaul	2,735 " " @	0.06	164.10
36" Concrete Culvert	46 lin. ft. @	4.00	180.00
Surfacing, base course	16,500 Cu. yds. @	3.50	57,750.00
Surfacing, top course	18,000 " " @	3.60	64,800.00
Maint. top course mater.	5,000 " " @	3.40	17,000.00
Re-grade grading done by Coos County consisting of widening fills and cutting down crown in roadbed, Sta. 169/50 to 218/00. Force Acc't.			2,000.00
Watering surface with truck sprinkler			3,000.00
Filler	2,000 cu. yds. @	$ 1.00	2,000.00
Crushing Course	1500 " "	1.—	1500.00
Taking out slides and re-grading Parkersburg project, 4.73 miles			4,000.00
Preparing sub-grade and dragging, 20 cents per cubic yard			8,000.00
			$161,331.60
Engineering 10%			16,133.16
			$177,464.76

STATE OF OREGON
HIGHWAY DEPARTMENT

QUANTITY SHEET

Downey Quarry —

Royalty			.05	per	cu yd				
Overburden			.10	"	"	"			
Scalping			.60	"	"	"			
Cracking			.30	"	"	"			
Fuel			.15	"	"	"			
Installation			.10	"	"	"			
Overhead			.15	"	"	"	#1	.45	
Hauling ½ mile to Screw			.15						
Bunker or Pit Loading			.05						
Screening			.50						
Unloading			.25						
								.95	
Hauling			.50						
								.50	
							2	90	
		7%						72	
							3	62	- 3.65

Form No. 39—22292—6M—8-23

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

NOTED

Date June 29, 1924

Job Name Lampson Inlet

Week from June 21 to June 28

Mail Address Coquille Ore

Highway Roosevelt Coast

Telegraph or Telephone Address " "

County Coos Job Prefix HFF

Express and Freight Address " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

All work on this contract completed June 28

RECEIVED
JUN 30 1924
MARSHFIELD DIV. OFFICE

(See back of this sheet for instructions and detailed information.)

Signed Paul Landon

Title Manager

GRADING CONSTRUCTION

Total miles of grading on project 1.11

Miles completed 1.11

Miles completed except finishing —

Miles covered by contractor's forces .11

Miles cross-sectioned .11

Miles cross-sections completed and checked 95.1

Miles to be remeasured 16.1

Number men in Engineering Party 1

Contractor's average force for week 22 men,

15 teams, ... steam shovels

Grading work will be completed about Nov 25/24

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job Jordan Lake P.F. Percentage 100

Other jobs " " Percentage 50

Other jobs " " LPG Percentage 50

Other jobs ..... Percentage .....

June 2, 1924.

FR 97

Mr. C. H. Purcell,
District Engineer,
Bureau of Public Roads,
Post Office Building,
Portland, Oregon.

Dear Sir:

Referring to your letter of May 19, relative to our report of May 14th on test of rock surfacing for the Coquille-Bandon project, the following reply has been received from Mr. Chandler, dated May 28, 1924, covering this point:

> "Referring to copy of letter from Mr. C. H. Purcell, dated May 19th, sent to this office, can advise that the coyote hole mentioned in this letter is not to be shot. The contractor has been asked to work from the top, and will be asked to stop whenever the hard rock has been removed. This point is well understood by him, and there will be no question about condemning the quarry as soon as the soft rock is reached."

Very truly yours,

State Highway Engineer.

RAY:HI

W. H. M'LONE, CORVALLIS } COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

Marshfield, Oregon.
May 28, 1924.
Box 151.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:

Referring to copy of letter from Mr. C. H. Purcell, dated May 19th, sent to this office, can advise that the coyote hole mentioned in this letter is not to be shot. The contractor has been asked to work from the top, and will be asked to stop whenever the hard rock has been removed. This point is well understood by him, and there will be no question about condemming the quarry as soon as the soft rock is reached.

Respectfully,

C. P. CHANDLER,
Division Engineer.

CPC/B

Marshfield, Oregon.
May 28, 1924.
Box 151.

Mr. Ray A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:

Referring to copy of letter from Mr. C. H. Purcell, dated May 19th, sent to this office, can advise that the coyote hole mentioned in this letter is not to be shot. The contractor has been asked to work from the top, and will be asked to stop whenever the hard rock has been removed. This point is well understood by him, and there will be no question about condemning the quarry as soon as the soft rock is reached.

Respectfully,

WM. R. CHANDLER,

Division Engineer.

WRC/b

UNITED STATES DEPARTMENT OF AGRICULTURE,

BUREAU OF PUBLIC ROADS,

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No.....

POST OFFICE BUILDING,
PORTLAND, OREG.

May 19, 1924.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We have received and noted your report of May 14th on test of rock for surfacing on the Bandon-Coquille section.

From this report, as well as from observations in the field by our engineers, it appears that there is a large amount of objectionable material at the level of the coyote hole now being driven.

We would suggest that the soft flaky material first encountered at the mouth of this coyote hole be stripped away. If better rock is not encountered by the time the end of the drift has been reached, it may be necessary to load at a higher level so as to use only the hard rock cap which, according to our reports, appears to overlay this quarry.

Owing to the scarcity of suitable surfacing material to be found in that vicinity, we hope it will not be necessary to condemn the present quarry, but believe that it will be necessary to watch the work of development very carefully to avoid the shooting up of objectionable material which might make such action necessary.

Yours very truly,

District Engineer.

(Copy sent to W. E. Chandler)

NOTED
R.A.K.

Form No. 39—22292—6M—8-23

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

PP-97

Job Name Coquille Roadbed

Highway Roosevelt Coast

County Coos Job Prefix bPG

Date Apr 20, 1924

Week from Apr 13 to Apr 19

Mail Address Coquille Ore

Telegraph or Telephone Address "NOTED

Express and Freight Address "RAK

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Quarry about 1½ miles East of Bandon. Contractor have motors set up (Electric Power), Crusher built and machinery on ground. Work of stripping about 75% Complete. Contractor is going to use a dirt screen so they may not strip the remaining 25% of overburden.

Quarry is not turning out as well as first expected. There is good hard rock in a good portion but the ledge is apparently spotted with soft rock. This reduces the original amount expected. I imagine that there is possibly enough for 40% of the job altho the good rock does run back for a long ways. ~~But~~ In any event, rock for even 40% of the job has not been absolutely assured.

The soft ledges where the face was started is hardening up considerable and may turn out alright further in but this will make considerable waste.

RECEIVED
APR 21 1924
MARSHFIELD DIV. OFFICE

(See back of this sheet for instructions and detailed information.)

Signed Paul Tenneson

Title Engineer.

Title ....

PR-97

GRADING CONSTRUCTION

Total miles of grading on project 169

Miles completed

Miles completed except finishing

Miles covered by contractor's forces

Miles cross-sectioned

Miles cross-sections completed and checked

Miles to be remeasured

Number men in Engineering Party

Contractor's average force for week ..... men,

..... teams, ... steam shovels

Grading work will be completed about

ROCK OR GRAVEL SURFACING

Total miles surfacing on project 169

Miles completed None

Miles partially done

Average daily yardage placed this week —

Average daily yardage necessary to complete on time —

Contractor's average force for week 15-20 men,

..... teams, ... trucks

Percentage of total required yardage now in place —

Surfacing will be completed about

Number men in Engineering Party —

SURVEYS

Total mileage at section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project

Miles paving completed

Average daily sq. yds. this week

Miles shoulders completed both sides

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place

Job will be completed about

Number men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers: reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job Mahuna 6PG. Percentage 50

Other jobs ..... Percentage.....

Other jobs ..... Percentage.....

Other jobs ..... Percentage.....

PR-97

#647

pg 97

Form No. 89—22292—6M—8-23

OR[illegible]N STATE HIGHWAY DEPART[illegible]

FIELD ENGINEER'S WEEKLY REPORT

Date April 6, 1924

Job Name Sampsprueck Jetkl

Week from Mar 30 to Apr 5

Mail Address Coquille Ore

Highway Roosevelt coast

Telegraph or Telephone Address " "

County Coos Job Prefix 6PF

Express and Freight Address " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Same as last week, except that a new bridge at Sta 719-720 has been driven this week on this at Sampsprueck.

RECEIVED
APR 7 1924
MARSHFIELD DIV. OFFICE

(See back of this sheet for instructions and detailed information.)

Signed Paul Vanderson

Title Inspector

PR-99

GRADING CONSTRUCTION

Total miles of grading on project 7½

Miles completed 4½

Miles completed except finishing 3

Miles covered by contractor's forces all

Miles cross-sectioned all

Miles cross-sections completed and checked all practically

Miles to be remeasured 1½

Number men in Engineering Party 4

Contractor's average force for week 7 men,

– teams, – steam shovels

Grading work will be completed about June 30 ft 4

ROCK OR GRAVEL SURFACING

Total miles surfacing on project

Miles completed

Miles partially done

Average daily yardage placed this week

Average daily yardage necessary to complete on time

Contractor's average force for week men,

teams, trucks

Percentage of total required yardage now in place

Surfacing will be completed about

Number men in Engineering Party

SURVEYS

Total mileage at section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project

Miles paving completed

Average daily sq. yds. this week

Miles shoulders completed both sides

Contractor's average force for week men,

teams, trucks

Percentage of total required yardage now in place

Job will be completed about

Number men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

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Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job Salem 6PF. Percentage 100

Other jobs Salem 6PF. Percentage 100

Other jobs Percentage

Other jobs Percentage

PR-97

#647

1-7-1

April 5, 1924.

Norton & Allen,
Attorneys at Law,
Grants Pass, Oregon.

Gentlemen:

Receipt is acknowledged of your letter of the 2nd inst. concerning claim of the Burke Machinery Company against John Hampshire, together with enclosures &c which are a copy of your letter of December 5, 1923 to the Burke Machinery Company and a copy of a statement signed by R. C. Hughes and Otto Hansen dated May 20, 1923, from Coquille, Oregon.

We have handed your letter to our attorney Mr. J. E. Devers for reply as to its legal features. He informs us that he will write you today regarding this.

For your further information will say that at the request of the Secretary of State a certified copy of the notice of claim which was filed in his office was mailed to the surety company as well as to John Hampshire. We have not yet received an acknowledgment of the receipt of this notice from them, neither have we received any request from them to withhold any monies due or to become due to Mr. Hampshire in connection with this contract. Further, we have not yet been served with any writ of attachment or garnishment, and any monies which are due now or become due to Mr. Hampshire will be released as heretofore unless we receive a request from the surety company to the contrary, or the monies become tied up by garnishment proceedings.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Gleisyer,
Chief Clerk.

HBG:LM

April 3, 1924

Horton & Allen
Attorneys at Law
Grants Pass, Oregon

Gentlemen:

Your letter of April 2nd, addressed to Mr. Klein, with respect to the claim filed by the Burke Machinery Company against John Hampshire and his subcontractor, has been handed to me, with the request that I reply to that portion of your letter which requests information disclosing the attitude which the Highway Commission will take with respect to said claim.

It is the policy of the Highway Commission, when a job is completed and is ready for final settlement, to notify the contractor's surety of that fact, and at the same time call to the attention of the surety company any claims of which the Commission has knowledge. Should the surety company instruct the Highway Commission to with-hold final settlement until such claims are taken care of, such instructions would be respected, but unless the surety company instructs the Commission to with-hold final settlement, or unless funds have been tied up by garnishment proceedings, the usual procedure is to final the job and complete the settlement.

Trusting that I have answered your question satisfactorily, I remain

Very truly yours,

Assistant Attorney-General.

JK:D:EB

NORTON & ALLEN
ATTORNEYS AND COUNSELORS AT LAW
OFFICE FIRST NATIONAL BANK BUILDING

H. D. NORTON
NEIL R. ALLEN

GRANTS PASS, OREGON.

April
2nd
1924.

Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

For attention H. B. Glaisyer.

Dear Sir:-

Your letter of the 1st inst., addressed to Mr. John Hampshire of this city, together with a certified copy of claim of Burke Machinery Company, as filed with the Secretary of State, has been referred to us with the request that we write you.

The matter of this claim has been the subject of correspondence between us on behalf of Mr. Hampshire and the Burke Machinery Company since last December and, basing our opinion upon documents in Mr. Hampshire's possession which he turned over to us, including signed statements by R. C. Hughes, the engineer referred to in Mr. Peterson's affidavit, and also Mr. Hanson who was associated with him, both representing the Burke Machinery Company, and the correspondence of Mr. MacVicar who was in charge of the work for Mr. Hampshire, we informed the latter that we were unable to see any liability against Mr. Hampshire in the matter and, in fact, that the merits of the case would appear to throw any liability that might exist upon the Burke Machinery Company. For your information in this matter we are enclosing herein a copy of the statement signed by Messrs. Hughes and Hanson and also a copy of our letter above referred to.

At this time we wish to make as plain to you as circumstances will permit the fact that there is and has been very serious doubt in our minds as to any responsibility upon Mr. Hampshire, either morally or legally, in this matter and pending a determination of the controversy we wish to be informed whether the fact of submission of claim on the part of the Burke Machinery Company will have any affect upon Mr. Hampshire's monthly estimate payments.

RAK-2.

We have not had the opportunity to examine Mr. Hampshire's contract covering the work for which the steam shovel in question was sent and are not familiar with your procedure under such an undetermined or problematical claim as this one. It is our understanding that the mere filing of the claim will not affect the usual progress of Mr. Hampshire's transactions with you upon work now going on.

Will you please inform us on these points at once.

Very truly yours,

NORTON & ALLEN

NRA:a.

Encs.

By Niel R. Allen

Dec.
5th
1925.

Burke Machinery Co.,
Porter Building,
Portland, Oregon.

For attention of J. J. Burke.

Gentlemen:-

Mr. John Hampshire of this city has consulted us with reference to a transaction involving a steam shovel, between yourself and a Mr. Peterson of Coquille. After going over the correspondence between yourselves and Mr. Hampshire, and other papers in connection with the matter, we have failed to discern any basis for legal liability on the part of Mr. Hampshire, and we have so advised him.

Mr. Hampshire informs us that your failure to perform on your part as to the contract between you and Peterson, by failing to send a steam shovel that could be operated or was up to the representations in your correspondence preliminary to your contract with Peterson, resulted in serious loss to Mr. Hampshire through Peterson's inability to perform his contract obligations to Hampshire, and which inability resulted from the non-arrival of a workable shovel; and he has asked that we go into the matter of your company's responding in damages for the loss thus occasioned, assuming that Peterson is held responsible to Hampshire.

You will fully realise, we believe, the gravity of such a breach as sending an unworkable shovel where time is such an essential factor in a contractor's net returns on a given job. Mr. Hampshire's books show that he suffered a considerable loss on account of the delay occasioned on Peterson's part by reason of your failure to ship a steam shovel that would operate.

Very truly yours,

NRA:A

NORTON & ALLEN

By Niel R. Allen

Coquille, Oregon.
May 20th 1923.

Statement by R. C. Hughes and Otto Hansen regarding condition of Bucyrus steam shovel Model 18 B Number 2129, shipped by the Burke Machinery Co. to C. A. Peterson at Coquille, Oregon.

We loaded the above shovel at Portland, Oregon on Tuesday May 15th. In the course of loading operation we became cognizant of the fact that shovel was in a very bad state of repair.

Amongst the defects that we noticed were the following:

Shovel would not back up.
Right hand propelling chain worn out.
Bed plate under boom engine cracked.
Caterpillar treads practically all split and broken.
Various rods and bolts broken.
Various supports and braces missing and parts tied up with wire.

Upon arrival of shovel at Marshfield we attempted to correct the adjustment of valves in order that shovel would back up. We found that owing to improper parts having been installed that adjustment could not be made. The Master Mechanic of the Southern Pacific Co. at Marshfield was called in and after two hours, he gave up. Shovel was moved to Coquille where we worked on same a second day, but without any better results.

On May 19th, McCumber, sent by Burke Machinery Co. to repair defects, arrived and worked on machine until noon on May 20th, when he gave up, declaring that he was unable to fix it so that it would back. After attempting to adjust valves McCumber steamed up and tried it out but failed absolutely to move backwards and could only move forward by jumps and jerks.

Mr. Gardner a machinist of Coquille was a witness of demonstration last referred to.

Witness _____

R. C. Hughes

Otto Hansen

VR-999

April 1, 1924.

Aetna Casualty & Surety Company,
c/o McCargar, Eaton & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

Complying with the request of the Secretary of State we are forwarding to you herewith certified copy of notice of claim which has been filed in the office of the Secretary of State by Mr. Fred A. Williams, Attorney, Salem, Oregon, for the Burke Machinery Company against C. A. Peterson and John Hampshire, being a claim for freight, loading and unloading charges and rental, in the sum of $1,673.86.

This copy is being sent to you as you appear as surety on the bond furnished by John Hampshire in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

Encl.

PR-97

April 1, 1924.

Mr. John Hampshire,
Grants Pass, Oregon.

Dear Sir:

Enclosed herewith please find certified copy of notice of claim which has been filed in the office of the Secretary of State by Mr. Fred A. Williams, attorney of Salem, Oregon, for the Burke Machinery Company, which claim is in amount $1,473.86 against C. A. Peterson and yourself in connection with your contract No. 647 for the grading of the Lamprey Creek-Pat Elk Creek Section of the Roosevelt Coast Highway in Coos County.

This notice is forwarded to you at the request of the Secretary of State.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

Encl.

April 1, 1924.

Mr. Sam A. Kozer,
Secretary of State,
B u i l d i n g.

Dear Sir:

Receipt is acknowledged of your letter of the 28th inst. enclosing three certified copies of claim which has been filed in your office by Mr. Fred A. Williams, attorney, Salem, Oregon, for the Burke Machinery Company against C. A. Peterson and John Hampshire in connection with Mr. Hampshire's contract No. 647 for the construction of the Fat Elk Creek-Lamprey Creek Section of the Roosevelt Coast Highway in Coos County.

Complying with your request we are today forwarding a copy of this notice to John Hampshire, contractor on this contract, and one to the Aetna Casualty & Surety Company, surety on the bond furnished by Mr. Hampshire on this contract.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

C. N. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

March 28, 1924.

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we have received from Mr. Fred A. Williams, U.S. National Bank Bldg., Salem, Oregon, and filed as of this date a notice of claim by the Burke Machinery Co. for freight charges, loading and unloading and rental in the sum of $1473.86 against C. A. Peterson and John Hampshire, and the bond taken from John Hampshire, principal, and The Aetna Casualty & Surety Company, surety, in connection with contract No. 647 with the State Highway Commission for grading the Lamprey Creek-Fat Elk Creek Section of the Roosevelt Coast Highway, Coos County, Oregon.

We are enclosing a certified copy of this notice for your information and files, together with two additional certified copies, one of which may be forwarded, if desired, to the above contractor, and one to his surety.

Kindly make formal acknowledgment of the copies, and oblige.

Yours very truly,

FILING DIVISION,

By N. J. Haas

ANSWERED
H B.G.

B.

Portland, Ore. March 21, 1924.

TO
THE OREGON STATE HIGHWAY COMMISSION,
Roy A. Klein, Secretary,
Salem, Oregon.

OREGON STATE HIGHWAY
COMMISSION CONTRACT #647

In re: Burke Machinery Co. -vs- John Hampshire, et al.

NOTICE IS HEREBY GIVEN that the undersigned, the Burke Machinery Co., an Oregon corporation, whose principal place of business is Porter Building, Portland, Oregon, on or about the 30th day of April 1923, received a communication from John Hampshire, a copy of which is hereto attached marked Exhibit "A" and by this reference made a part hereof, and made reply thereto under date of May 5th 1923, a copy of which is hereto attached, marked Exhibit "B" and by this reference made a part hereof, and on or about the 9th day of May 1923, pursuant to the above foregoing negotiations, entered into a contract with one C. A. Peterson, who was a sub-contractor under John Hampshire, a copy of which contract is hereto attached, marked Exhibit "C" and by this reference made a part hereof, and thereupon, in compliance with the terms of said contract, loaded on the cars in Portland, Oregon, and forwarded by freight to John Hampshire, Coquille, Oregon, that certain

1 - 18 B Bucyrus steam shovel #

together with the usual fittings and accessories, and thereupon wired John Hampshire, under date of May 12th 1923, as follows:

"John Hampshire,
Coquille, Oregon.
"Shovel leaves tonight on M.L. and T. twenty one, one seven seven delayed on account of car Runner and fireman leaving tomorrow night
(Signed) Joe Burke"

and the said C. A. Peterson thereafter executed and delivered in support of the claim of the said claimant, an affidavit, a copy of which is hereto attached, marked Exhibit "D" and by this reference made a part hereof, and by reason of said contract, and obligation set forth in the foregoing statement of facts, the said Burke Machinery Co., has a claim of $646.97 freight, expense of $79.80 loading and unloading, and $747.09 rental from May 12th to June 18th 1923, inclusive, totaling the sum of $1473.86, against the said C. A. Peterson and said John Hampshire, for labor performed, materials supplied and provisions furnished under the contract, as herein above set out, and against the bond taken from John Hampshire in connection with State Highway Contract No. 647 and against said John Hampshire, for use in the performance of his said Contract No. 647 with the State Highway Commission for grading the Lamprey Creek-Fat Elk Creek Section of the Roosevelt Coast Highway, in Coos County, Oregon, which contract is on file with said Oregon State Highway Commission at its office in Salem, Oregon, and is by this reference made a part hereof, and the name of the principal is John Hampshire, and the name of the surety upon said bond is THE AETNA CASUALTY & SURETY COMPANY of Hartford, Conn.

One year has not elapsed since the completion and acceptance of the work performed under this contract and contract No. 647.

IN WITNESS WHEREOF, the said corporation, by resolution of its Board of Directors, has caused these presents to be signed by its President and its corporate name and seal to be hereunto affixed, the day and year first above written.

Respectfully,
BURKE MACHINERY CO.,

(SEAL)

By . . . J. J. Burke . . . .
president.

General Offices,
Grants Pass, Oregon

Exhibit "A"

JOHN HAMPSHIRE
Contractor

(Seal of)
The Associated General
Contractors
Of America

Reply to

Coquille, Oregon.
April 30th, 1923.

Burke Machinery Co.,
Railway Exchange Bldg.,
Portland, Oregon.

Dear Sirs:-

Mr. C. A. Peterson who has a sub-contract with us for grading on the Lamprey Creek-Fat Elk Section of the Roosevelt Highway is in the market to rent a caterpillar traction steam shovel. It is quite probable that Mr. Peterson will call upon you within a few days and the purpose of this communication is to advise that we will stand behind any arrangement for renting that Mr. Peterson will desire to make.

In the meantime will you kindly advise this office as to how you are fixed along the lines suggested and give particulars as to terms, stipulations, etc.

Very truly yours,

JOHN HAMPSHIRE,
(Signed) By J. D. MacVicar
Superintendent.

Exhibit "B"

May 5, 1923

Mr. John Hampshire,
Coquille, Oregon.

Dear Sir:-

We acknowledge receipt of yours of the 30th. ult., advising that Mr. C.A.Peterson had taken a sub contract from you and that he would call upon us in a few days in regard to renting a caterpillar steam shovel.

We have a one yard caterpillar Bucyrus on hand at the present time that is in first class condition and ready to go to work, that we can rent to you at $600.00 per month for a single shift.

In addition to this we have a line on another at the present time and will have definite information as to whether we can get it in a few days and we will be glad to have Mr. Peterson call upon us and can assure you we will take care of him to the best of our ability and appreciate your sending him to us.

Yours very truly,

BURKE MACHINERY COMPANY

(signed) By J. J. Burke

Exhibit "C"

RENTAL AGREEMENT

Between

BURKE MACHINERY COMPANY and C. A. PETERSON

For

One 18 B Bucyrus steam shovel #

THIS AGREEMENT, made and entered into this 9th day of May, 1923, by and between the Burke Machinery Company hereinafter called the Lessor, and C. A. Peterson, hereinafter called the Lessee, WITNESSETH:

In consideration of One ($1.00) Dollar paid to the Lessor by the lessee, receipt of which is hereby acknowledged, and for a further consideration hereinafter set forth, both parties agree as follows:

The Lessor agrees to rent lease or let to the Lessee, for a period of 6 months from this day,

I-18 B Bucyrus steam shove #

The Lessee agrees to pay a rental therefor of Six Hundred ($600.00) Dollars per month in United States Gold Coin, payments to be paid monthly in advance at Portland, Oregon.

The Lessee shall take delivery of the said steam shovel at Portland, Oregon where it is now located and shall return or re-deliver it to the Lessor at the same place upon the termination of this lease.

It is agreed that the rental hereinabove provided for shall commence at the date of shipment from Portland, as evidenced by the railroad company's bill of lading and shall cease on the date of return or re-delivery of said steam shovel to the Lessor at Portland.

The Lessee agrees to return the said steam shovel in as good condition as it is now at the termination of this lease which condition shall be determined by a joint inspection to be made at the time of its return.

The Lessee agrees that during the period of this lease, that he will employ as steam shovel runner or Engineer, a person agreeable to the Lessor.

It is further agreed that the value of the said steam shovel is Eight ($8,000.00) Thousand Dollars which amount the Lessee agrees to pay the Lessor if it is destroyed or if for any reason it is not returned.

It is further agreed that the Lessee shall have the option of purchasing the said steam shovel within (30) days from date by paying the Lessor the sum of Eight Thousand ($8,000.00) Dollars less any rental paid theretofore, said amount to be paid at the rate of Twelve Hundred Fifty and ⁄ Dollars ($1250.00) per month and interest at seven percent per annum.

In the event that the above mentioned option of purchasing in thirty (30) days is not exercised the Lessee agrees to pay to the Lessor the expense of loading the said steam shovel on the cars at Portland and to pay to the Lessor the expense of unloading it at Portland upon the termination of this lease.

It is agreed that the said steam shovel may be retained in the service of the Lessee after the above period of 6 months has expired. But the said steam shovel shall be subject to recall by the Lessor on ten days written notice.

United States of America

STATE OF OREGON

It is further agreed that the above mentioned rental price of Six Hundred ($600.00) Dollars is for one (1) shift only and that in the event that the said steam shovel is worked two (2) shifts, that the Lessee shall pay to the Lessor at the rate of Fifteen ($15.00) per day for the said second (2) shift or portion thereof as the steam shovel may be worked.

It is further agreed that after the return of the said steam shovel to the Lessor at Portland, Oregon at the termination of this lease and after a joint inspection has been made, that it is found to not be in as good condition as when delivered to the Lessee, that the Lessee will pay to the Lessor the cost of the necessary repairs to put it in such condition.

IN WITNESS WHEREOF the parties hereto set their hands and seals this 9th day of May 1923.

BURKE MACHINERY COMPANY

(Signed) By J. J. Burke (Seal)

By C. C. Peterson (Seal)

Page 2. Rental Agreement

Exhibit "D"

STATE OF OREGON,)
) ss.
County of COOS.)

I, C. A. Peterson, being first duly sworn on oath depose and say that I am the identical person who made a contract with the Burke Machinery Company the 9th day of May, 1923, for the lease of a certain steam shovel to be used on my subcontract at Lampa Creek section of the Coast Highway in Coos County, Oregon, which sub-contract was under the general contract of John Hampshire;

That pursuant to the said sub-contract, the said steam shovel arrived at Coquille on May 16th, 1923; that the shovel was apparently in fair working order, but certain defects noted, the worst being that the valves were not properly set;

That I was willing to accept and use said shovel and was informed by Engineer Roy C. Hughes that the valves could have been readily set in a few hours time and that all the defects could have been promptly remedied;

That the telegrams sent in my name to the Burke Machinery Company with reference to this shovel were written by J. D. MacVicker, the Superintendent for John Hampshire, and that he insisted that this shovel be returned and said that "we are back of it" meaning John Hampshire; he at the time said that they, i.e. John Hampshire, had a shovel which they would have on the job in good working order within two weeks.

(Signed) C. A. Peterson

Subscribed and sworn to before me this 22nd day of August, 1923.

(Signed) John B. Goss
Notary Public for Oregon,
My Commission expires Feb. 8, 1924.

NOTARY SEAL

ENDORSED:

File No. 376

Claim of Burke Machinery Co. (An Oregon Corporation) Claimant, -vs- John Hampshire, C. A. Peterson, and The Aetna Casualty and Surety Company Hartford, Conn. (A Connecticut Corporation) Defendants. Amount $1473.86 State Highway Commission Contract #647. Fred A. Williams, U.S. National Bank, Salem, Oregon, Attorney for Claimant.

Filed Mar. 28, 1924, SAM A. KOZER, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by the Burke Machinery Co. for freight charges, loading and unloading and rental in the sum of $1473.86 against C. A. Peterson and John Hampshire, and the bond taken from John Hampshire, principal, and The Aetna Casualty & Surety Company, surety, in connection with contract No. 647 with the State Highway Commission for grading the Lamprey Creek-Fat Elk Creek Section of the Roosevelt Coast Highway, Coos County, Oregon, with the original notice of claim filed in the office of the Secretary of State on March 28, 1924, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with the endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this ~~28th~~ day of March, A. D. 1924.

Secretary of State.

By _____ Deputy.

Form No. 39—22292—6M—8-23

P 27

OREG STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Mar 31, 1924

Job Name Lawyer Creek-Fairfield

Week from Mar 23 to Mar 29

Mail Address Coquille Ore

Highway Roosevelt Coast

Telegraph or Telephone Address "

County Coos Job Prefix bPF.

Express and Freight Address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

718-400 Completed W.C.V. Slide last settlements

400-410 - 98% Complete

410-414 - 95% Complete

414-516 - 99% complete 17 Sta. were completed last week.

516-536 - Probably 40% complete

536-558 - 95% Complete

558-576 - 90% Complete } Crew of 7 station men are

576-600 - 97% Complete } here at present.

600-141-131 - 99% Complete

9-75 - Complete

RECEIVED
APR 1 1924
ST. ENGINEER'S DIV. OFFICE

(See back of this sheet for instructions and detailed information.)

Signed Paul Lawson

Title Asst Engr.

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... men,
..... teams, ... steam shovels

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,
..... teams, ... trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,
..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

FR-97

March 29, 1924.

Mr. Fred A. Williams,
Attorney at Law,
United States National Bank Building,
Salem, Oregon.

Dear Sir:

This letter will acknowledge receipt of copy of your letter ~~enclosing copy of letter~~ addressed to the Secretary of State in the case of the Burke Machinery Company against John Hampshire, et al. dated March 28, 1924.

Receipt is also acknowledged of copies of exhibits "A", "B", "C" and "D" referred to in your letter to Mr. Keser.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

M. M. Glaisyer,
Chief Clerk.

HBG:LM

LAW OFFICES OF
FRED A. WILLIAMS
U. S. NATIONAL BANK BLDG.
SALEM, OREGON

March 26th, 1924.

To
Hon. Sam A. Kozer,
Secretary of State,
Salem, Oregon.

Dear Sir: In re: Burke Machinery Co.,
-vs-
John Hampshire et al.

I am herewith handing you a communication addressed to the Oregon State Highway Commission, to which are attached Four (4) Exhibits marked "A, B, C and D" respectively, incorporating and outlining briefly the claim and just debt which BURKE MACHINERY COMPANY, an Oregon corporation holds against C. A. Peterson, subcontractor, John Hampshire, principal contractor and the bond wherein John Hampshire is principal and The Aetna Casualty and Surety Company of Hartford, Conn., is surety, in connection with contract No. 647 of the Oregon State Highway Commission.

This will also advise you that I am on this date filing with the Highway Commission a copy of the enclosed claim complete with the exhibits and copy of this letter.

If you desire further information or there are any formalities which I have omitted you will please advise me.

Yours very truly,

Fred A Williams

Fred A. Williams,
U. S. National Bank,
Salem, Oregon.
Attorney for Claimant.

W:H
One enclosure
consisting of 6
sheets.

Copy of letter and enclosures
to State Highway Commission.

Portland, Ore. March 21, 1924.

TO
THE OREGON STATE HIGHWAY COMMISSION,
Roy A. Klein, Secretary,
Salem, Oregon.

OREGON STATE HIGHWAY
COMMISSION CONTRACT #647

In re: Burke Machinery Co. -vs- John Hampshire,et al.

NOTICE IS HEREBY GIVEN that the undersigned, the Burke Machinery Co., an Oregon corporation, whose principal place of business is Porter Building, Portland, Oregon, on or about the 30th day of April 1923, received a communication from John Hampshire, a copy of which is hereto attached marked Exhibit "A" and by this reference made a part hereof, and made reply thereto under date of May 5th 1923, a copy of which is hereto attached, marked Exhibit "B" and by this reference made a part hereof, and on or about the 9th day of May 1923, pursuant to the above foregoing negotitations, entered into a contract with one C. A. Peterson, who was a sub-contractor under John Hampshire, a copy of which contract is hereto attached, marked Exhibit "C" and by this reference made a part hereof, and thereupon, in compliance with the terms of said contract, loaded on the cars in Portland, Oregon, and forwarded by freight to John Hampshire. Coquille, Oregon, that certain

1 - 18 B Bucyrus steam shovel #

together with the usual fitting and accessories, and thereupon wired John Hampshire, under date of May 12th 1923, as follows:

"John Hampshire,
Coquille, Oregon.
"Shovel leaves tonight on M.L. and T. twenty one, one seven seven delayed on account of car Runner and fireman leaving tomorrow night
(Signed) Joe Burke"

and the said C. A. Peterson thereafter executed and delivered in support of the claim of the said claimant, an affidavit, a copy of which is hereto attached, marked Exhibit "D" and by this reference made a part hereof, and by reason of said contract, and obligation set forth in the foregoing statement of facts, the said Burke Machinery Co., has a claim of $646.97 freight, expense of $79.80 loading and unloading, and $747.09 rental from May 12th to June 18th 1923, inclusive, totaling the sum of $1473.86, against the said C. A. Peterson and said John Hampshire, for labor performed, materials supplied and provisions furnished under the contract, as herein above set out, and against the bond taken from John Hampshire in connection with State Highway Contract No. 647 and against said John Hampshire, for use in the performance of his said Contract No. 647 with the State Highway Commission for grading the Lamprey Creek-Fat Elk Creek Section of the Roosevelt Coast Highway, in Coos County, Oregon, which contract is on file with said Oregon State Highway Commission at its office in Salem, Oregon, and is by this reference made a part hereof, and the name of the principal is John Hampshire, and the name of the surety upon said bond is THE AETNA CASUALTY & SURETY COMPANY of Hartford, Conn.

One year has not elapsed since the completion and acceptance of the work performed under this contract and contract No. 647.

IN WITNESS WHEREOF, the said corporation, by resolution of its Board of Directors, has caused these presents to be signed by its President and its corporate name and seal to be hereunto affixed, the day and year first above written.

Respectfully,
BURKE MACHINERY CO.,

(CORPORATE SEAL)

(signed) By J. J. Burke
president.

JOHN HAMPSHIRE
Contractor

(Seal of)
The Associated General
Contractors
Of American.

Reply to

Coquille, Oregon.
April 30th, 1923.

Burke Machinery Co.,
Railway Exchange Bldg.,
Portland, Oregon.

Dear Sirs:-

Mr. C. A. Peterson who has a sub-contract with us for grading on the Lamprey Creek-Fat Elk Section of the Roosevelt Highway is in the market to rent a caterpillar traction steam shovel. It is quite probable that Mr. Peterson will call upon you within a few days and the purpose of this communication is to advise that we will stand behind any arrangement for renting that Mr. Peterson will desire to make.

In the meantime will you kindly advise this office as to how you are fixed along the lines suggested and give particulars as to terms, stipulations, etc.

Very truly yours,

JOHN HAMPSHIRE,

(Signed) By J. D. MacVicar
Superintendent.

Exhibit "B".

May 5. 1923

Mr. John Hampshire,

Coquille, Oregon.

Dear Sir:-

We acknowledge receipt of yours of the 30th. ult., advising that Mr. C. A. Peterson had taken a sub contract from you and that he would call upon us in a few days in regard to renting a caterpillar steam shovel.

We have a one yard caterpillar Bucyrus on hand at the present time that is in first class condition and ready to go to work, that we can rent to you at $600.00 per month for a single shift.

In addition to this we have a line on another at the present time and will have definite information as to whether we can get it in a few days and we will be glad to have Mr. Peterson call upon us and can assure you we will take care of him to the best of our ability and appreciate your sending him to us.

Yours very truly,

BURKE MACHINERY COMPANY

(signed) By J. J. Burke

JJB/J

Between

BURKE MACHINERY COMPANY and C. A. PETERSON

For

One 18 B Bucyrus steam shovel #

THIS AGREEMENT, made and entered into this 9th day of May, 1923, by and between the Burke Machinery Company hereinafter called the Lessor, and C. A. Peterson, Hereinafter called the Lessee, WITNESSETH:

In consideration of One ($1.00) Dollar paid to the Lessor by the lessee, receipt of which is hereby acknowledged , and for a further consideration hereinafter set forth, both parties agree as follows:

The Lessor agrees to rent lease or let to the Lessee, for a period of 6 months from this day,

1-18 B Bucyrus steam shovel #

The Lessee agrees to pay a rental therefor of Six Hundred ($600.00) Dollars per month in United States Gold Coin, payments to be paid monthly in advance at Portland, Oregon.

The Lessee shall take delivery of the said steam shovel at Portland, Oregon where it is now located and shall return or re-deliver it to the Lessor at the same place upon the termination of this lease.

It is agreed that the rental hereinabove provided for shall commence at the date of shipment from Portland, as evidenced by the railroad company's bill of lading and shall cease on the date of return or re-delivery of said steam shovel to the Lessor at Portland.

The Lessee agrees to return the said steam shovel in as good condition as it is now at the termination of this lease which condition shall be determined by a joint inspection to be made at the time of its return.

The Lessee agrees that during the period of this lease, that he will employ as steam shovel runner or Engineer, a person agreeable to the Lessor.

It is further agreed that the value of the said steam shovel is Eight ($8,000.00) Thousand Dollars which amount the Lessee agrees to pay the Lessor if it is destroyed or if for any reason it is not returned.

It is further agreed that the Lessee shall have the option of purchasing the said steam shovel within (30) days from date by paying the Lessor the sum of Eight Thousand ($8,000.00) Dollars less any rental paid theretofore, said amount to be paid at the rate of Twelve Hundred Fifty and # Dollars ($1250.00) per month and interest at seven percent per annum.

In the event that the above mentioned option of purchasing in thirty (30) days is not exercised the Lessee agrees to pay to the Lessor the expense of loading the said steam shovel on the cars at Portland and to pay to the Lessor the expense of unloading it at Portland upon the termination of this lease.

It is agreed that the said steam shovel may be retained in the service of the Lessee after the above period of 6 months has expired.

It is further agreed that the above mentioned rental price of Six Hundred ($600.00) Dollars is for one (I) shift only and that in the event that the said steam shovel is worked two (2) shifts, that the Lessee shall pay to the Lessor at the rate of Fifteen ($15.00) per day for the said second (2) shift or portion thereof as the steam shovel may be worked.

It is further agreed that after the return of the said steam shovel to the Lessor at Portland, Oregon at the termination of this lease and after a joint inspection has been made, that it is found to not be in as good condition as when delivered to the Lessee, that the Lessee will pay to the Lessor the cost of the necessary repairs to put it in such condition.

IN WITNESS WHEREOF the parties hereto set their hands and seals this 9th day of May 1923.

BURKE MACHINERY COMPANY

(Signed) By J. J. Burke (Seal)

By C. C. Peterson (Seal)

But the said steam shovel shall be subject to recall by the Lessor on ten days written notice.

It is further agreed that the above mentioned rental price of Six Hundred ($600.00) Dollars is for one (I) shift only and that in the event that the said steam shovel is worked two (2) shifts, that the Lessee shall pay to the Lessor at the rate of Fifteen ($15.00) per day for the said second (2) shift or portion thereof as the steam shovel may be worked.

It is further agreed that after the return of the said steam shovel to the Lessor at Portland, Oregon at the termination of this lease and after a joint inspection has been made, that it is found to not be in as good condition as when delivered to the Lessee, that the Lessee will pay to the Lessor the cost of the necessary repairs to put it in such condition.

IN WITNESS WHEREOF the parties hereto set their hands and seals this 9th day of May 1923.

BURKE MACHINERY COMPANY

(Signed) By J. J. Burke (Seal)

By C. C. Peterson (Seal)

Exhibit "D".

STATE OF OREGON,
County of COOS. } ss.

I, C. A. Peterson, being first duly sworn on oath depose and say that I am the identical person who made a contract with the Burke Machinery Company the 9th day of May, 1923, for the lease of a certain steam shovel to be used on my subcontract at Lampa Creek section of the Coast Highway in Coos County, Oregon, which sub-contract was under the general contract of John Hampshire;

That pursuant to said sub-contract, the said steam shovel arrived at Coquille on May 16th, 1923; that the shovel was apparently in fair working order, but certain defects noted, the worst being that the valves were not properly set;

That I was willing to accept and use said shovel and was informed by Engineer Roy C. Hughes that the valves could have been readily set in a few hours time and that all the defects could have been promptly remedied;

That the telegrams sent in my name to the Burke Machinery Company with reference to this shovel were written by J. D. MacVicker, the Superintendent for John Hampshire, and that he insisted that this shovel be returned and said that "we are back of it" meaning John Hampshire; he at the time said that they, i.e. John Hampshire, had a shovel which they would have on the job in good working order within two weeks.

(Signed) C. A. Peterson

Subscribed and sworn to before me this 22nd day of August, 1923.

(Signed) John B. Goss
Notary Public for Oregon,
My Commission expires Feb. 8, 1924.

NOTARY
SEAL

State of Oregon
County of Marion ss.

Salem, Oregon
March 28th, 1924.

I, Fred W. Williams, attorney for Claimant
hereby certify that I have carefully compared
the copy hereto with the original filed
with the Secretary of State, and the same
is true copy of the original and same

State of Oregon
County of Marion ss.

Salem, Oregon
March 28th, 1924.

I, Fulvaw Jennings, attorney for Claimant hereby certify that I have carefully compared the copy herewith with the original filed with the secretary of state, and the same is true copy of the original and every part thereof.

Dated this the 28th day of March 1924

Fulvaw Jennings
attorney for Buck Machine Co.
Claimant herein.

COPY

U. S Nat Bank Bldg
Salem, Oregon,

97-97

March 15, 1926

Mr. Fred A. Williams,
Attorney at Law,
Box 455,
Salem, Oregon.

Dear Sir:

Complying with your request of the 14th inst. we are mailing to you herewith a certified copy of John Humphrie's contract for the construction of the Lamprey Creek-Fat Elk Creek Section of the Roosevelt Coast Highway in Coos County.

There is no charge for this.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Claisyer,
Chief Clerk.

HBC:LM
Encl.

LAW OFFICES OF
FRED A. WILLIAMS
U. S. NATIONAL BANK BLDG.
SALEM, OREGON

March 14th, 1924.

State Highway Commission,
Roy Klein, Secretary,
Salem, Oregon.

Gentlemen:

I represent a creditor, a material man who has an unsettled claim against John Hampshire in connection with construction work on the Roosevelt Highway on the Lamphrey Creek-Fat Elk Section.

Will you therefore be kind enough to provide me with a certified copy of the Contract and Bond entered into in this matter with the State Highway Commission.

I shall be very glad to remit promptly covering your charges in connection therewith.

Yours very truly,

Fred A. Williams

Fred A. Williams,
Box 435, Salem, Oregon.

W:H

ANSWERED
H. B. G.

March 13, 1924.

PR 97 - Surf.

Mr. W. E. Chandler,
Division Engineer,
Marshfield, Oregon.

Dear Sir:

Reference is made to the contract which was awarded for surfacing between Coquille and Bandon.

This contract covers three Federal Aid Projects, and in submitting vouchers to the Federal Government it is necessary that we bill them for quantities on each project separately. For this reason, it will be necessary that the monthly estimates set out separately the totals for the work on each of the projects. There will be in addition, the work on the Bandon end which is beyond the limits of the Parkersburg Section, and is not Federal Aid work.

In order to simplify payments to the contractors it will be preferable to make the entire work upon one series of estimates and the grand totals should be shown in the usual manner without reference to the subdivisions of the work. The separate totals which we mention should be shown on the lines immediately above the total summaries.

It will not be necessary to attempt to show any deductions for previous estimates on these ~~items~~ separate totals.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

(Dict. by J. J. DeSouza / TW)

Form No. 89—22292—6M—8-23

PP 97

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Feb 5, 1924

Job Name Parkersburg

Week from Jan 27 to Feb 2 1924

Mail Address Bandon Ore

Highway Coast

Telegraph or Telephone Address " "

County Coos Job Prefix 6PD

Express and Freight Address " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Party spent entire week on final Records making up Mass diagram and K of Profile
Contractor did no work

RECEIVED
FEB 7 1924
[illegible] DIV. OFFICE

(See back of this sheet for instructions and detailed information.)

Signed C.H. Armstrong

Title Res. Eng

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... men,

..... teams, ... steam shovels

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

WILLIAM DUBY, BAKER, CHAIRMAN
H. B[illegible]AM DUZER, PORTLAND
W. H. MALONE, CORVALLIS
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

Marshfield, Oregon.
Jan. 31, 1924.
Box 151.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

PR 97-Surf

RECEIVED
FEB 1 1924
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:

Herewith detailed estimate of the Coquille-Bandon section, on which bids are to be received February 4, 1924.

This estimate is somewhat higher than the last estimate. This has been due to raising the estimate on scowing and trucking. Twenty per cent above cost has been figured on all items except scowing on which forty per cent has been allowed.

Crushed rock has been estimated but the gravel will figure nearly the same. Probable delay due to train service and getting sidings installed would, in my opinion, be determining factors and offset the possible difference in estimated cost.

Respectfully,

W. E. CHANDLER

Division Engineer.

WEC/B

COQUILLE-BANDON SURFACING ESTIMATE.

PLAN OF OPERATION:

Material is to be crushed at Norway Quarry and trucked three-quarter of a mile to river, loaded directly on to scows and stock piling when scows are delayed. Then scowing down the river, making two trips per day using three, one hundred and fifty yard scows. Either two or three landing places to be made. Unloading to be done with scow derrick. Unloading directly to small truck bunkers or transferred to stock piles when trucking can not be done due to weather conditions or due to break-down of trucks. A small amount of stock piling at the place of loading scows and also at places of unloading them, makes each operation independent of the other, so that when crushing plant is broken down, scows can be loaded from stock piles. When scows are delayed, quarry output can be stock piled and trucks can be loaded out of second stock pile on river bank. When trucks are out of commission, stocking can be done on river bank, also, any two operations can be out of commission and the third can be working. On most jobs, when the crusher is broken down, the trucks are idle and when trucks are broken down or not enough of them running, the crusher is idle or delayed. Trucking should be done at low cost on this job.

RECEIVED
FEB 1 1924
STATION

(1) Total Cost in Bunkers at Plant.

Removing overburden:

36,500 cu. yds. @ $ 0.05		$ 1,825.00

Original cost of plant:

Breaker	$ 6,000.00	
Disk	3,000.00	
Conveyors	2,000.00	
Power	3,000.00	
Lumber	1,200.00	
Cars & Track	1,000.00	
Installation	2,000.00	
	$ 18,200.00	
Interest, 8%, 8mos.	971.00	
	$ 19.171.00	
Salvage	10,000.00	
	9,171.00	$ 9,171.00

Operation 200 days.
Station out Quarry @ $ 0.75 per cu. yd. in crusher:

36,500 cu. yds. @ $0.75	$ 27,375.00	
10% for overhead	2,737.50	
	$ 30,112.50	$ 30,112.50

1 foreman 200 days @ $ 8.00	$ 1,600.00	
1 engineer 200 days @ $ 7.00	1,400.00	
2 helpers 200 days @ $ 5.00	2,000.00	
Fuel & Oil 200 dyas @ $ 30.00	6,000.00	
	$ 11.000.00	
Add 50% for overtime	5,500.00	
	$ 16,500.00	
10% for overhead	1,650.00	
	$ 18,150.00	$ 18,150.00
		$ 59,258.50

$ 59,258.50/36,500 -- $ 1.62
Add 20% profit " .32
$ 1.94

Truck haul 3/4 mile to river, load directly onto scows or into stock piles.

Haul 3/4 mile. 36,500 cu. yds @ $ 0.20	$ 7,300.00
Road preparation	1,000.00
Build dock to dump trucks on and run scows underneath	2,000.00
Stock pile on bank when scows are not there and load with teams or tractor. 10,000 cu. yds. @ $ 0.15	1,500.00
Cost of Site	500.00
	$ 12,300.00
10% overhead and contingencies	1,230.00
	$ 13,530.00

$ 13,530.00/36,500 --	$ 0.37
Add 20% profit	.07
	$ 0.44

(3) Scowing

Long haul 21 miles, short haul 9 miles. Scow will make 4 miles per hour with the tide and 3 against it.

Dredging one shoal in river	$ 1,000.00
15,000 yards to be taken on long haul. 300 yards to be handled per day. 50 days to handle. Add 10 days for safety or 60 days, two months.	
3 — 150 yard scows @ $ 300.00 per month	$ 900.00
1 tow boat 60 days @ $ 75.00	$ 4,500.00
	$ 6,400.00
10% overhead and contingencies	640.00
	$ 7,040.00

$ 7,040.00/15,000 — $ 0.47
Add 20% profit .09
$ 0.56

15,000 cu. yds. @ $ 0.56 — $ 8,400.00 ✓

Using two scows delivering 21,500 cu. yds. 300 yds. per day equals 72 days. Add 8 days making 80 days or 2 2/3 months.

2 - 150 yard scows, 2 2/3 months @ $ 300.00	$ 1,600.00
Tug 80 days @ $ 50.00	4,000.00
	$ 5,600.00
10 % overhead and contingencies	560.00
	$ 6,160.00

$ 6,160.00/21,500 — $ 0.29
Add 20% profit .05
$ 0.34

21,500 cu. yds. @ $ 0.34 — $ 7,310.00 ✓

Value of 3 scows, 1 tug and cargo;

Tug	$ 15,000.00
Scows	15,000.00
Cargo	500.00
	$ 30,500.00

$ 30,500.00 @ 5% — $ 1,525.00 ✓

$ 8,400.00 ✓
7,310.00 ✓
1,525.00 ✓
$17,235.00

$ 17,235.00/36,500 — $ 0.47
Add 20% .09
$ 0.56

(4) Unloading with trucks. Floating dredge with one yard clam shell bucket, similar rig with which we are now handling 50 yards of mud per hour. This should handle that much here but consider 40 yards per hour. Will cost $ 6.00 per hour. Unload 300 yards per day.

36,500/300 -- 122 days.

But is estimated to take 140 days to do scowing so dredge working 300/40 -- 7.5 hours or 8 hours daily @ $ 6.00 per hour or $48.00 per day.

140 days @ $ 48.00	$ 6,720.00
Dredge will have sufficient time allowed in this to do necessary dredging at unloading points.	
Purchase of unloading site	$ 1,000.00
Clearing site	$ 500.00
Driving anchor piling	$ 500.00
Stock pile 10,000 cu. yds. @ $ 0.20	$ 2,000.00
	$ 10,720.00

$ 10,720.00/36,500 --	$ 0.29
Add 20% profit	.06
	$ 0.35

(5) Trucking

Including building small 20 yard movable bunkers and making road leading to main road.

33,500 cu. yds. @ $ 0.47	$ 15,745.00
Bunkers and road	2,500.00
	$ 18,245.00

$ 18,245.00/33,500 --	$ 0.54
Add 20% profit	.11
	$ 0.65

(6) Industrial insurance on $ 50,000 @ 3%	$ 1,500.00
Loss on material in stock piles	500.00
Cost of bond 1½% of $ 170,000	2,550.00
	$ 4,550.00

$ 4,550.00/36,500 -- $ 0.12

(7) Cost taking 3,000 cu. yds. out of Montgomery pit at Bandon.

Material in bunkers	$ 1.00
Hauling on road	.65
	$ 1.65
Add 20% profit	.33
	$ 1.98, or $ 2.00 per yard.

(1)	Crushed rock in bunkers at quarry	$ 1.94
(2)	Hauling, stock piling and loading on to scow at river	.44
(3)	Scowing and dredging where necessary	.56
(4)	Unloading into trucks	.35
(5)	Hauling with trucks	.65
(6)	Industrial insurance, loss on material and cost of bands	.12
		$ 4.06
(7)	Cost of material from Montgomery pit	$ 2.00

Alternate "A":

39,500 cu. yds. @ $ 4.06 ------ $ 160,370.00 for base, top & maintenace mater.

Alternate "B":

36,500 cu. yds. @ $ 4.06	------	$ 148,190.00
3,000 cu. yds. @ $ 2.00	-------	6,000.00
		$ 154,190.00

$ 154,190.00/39,500 -- $ 3.90 per cu. yd. for base, top & maintenance materials.

SPECIAL BIDDING SHEET

(1) Bid on alternate "A".

16,500 cu. yds base course surfacing materials	$ 4.12	$ 67,980.00
18,000 cu. yds. top course surfacing materials	4.18	75,240.00
5,000 cu. yds. maintenance materils	3.43	17,150.00
1,500 cu. yds. cushion course	.75	1,125.00
2,000 cu. yds. filler	.75	1,500.00
		$162,995.00

(2) Bid on alternate "B"

16,500 cu. yds. base course surfacing materials	$ 3.96	$ 65,340.00
18,000 cu. yds. top course surfacing materails	4.02	72,360.00
5,000 cu. yds. maintenance materials	3,30	16,500.00
1,500 cu. yds. cushion course	.75	1,125.00
2,000 cu. yds. filler	.75	1,500.00
		$156,825.00

November 2, 1923

P R 97

Honorable R. H. Mast,
County Judge of Coos County,
Coquille, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of the 31st ult. stating that Mr. C. C. Welch had not yet received payment for the parcel of land purchased from him in connection with the Fat Elk-Lamprey Creek Section.

In reply will say that we have investigated this matter and find that a warrant in amount $500 was sent to Mr. Welch by registered mail on the 25th of October, register number 9594. This registered letter was sent to Riverton, Oregon.

If he does not receive it within the next few days kindly advise us and we will file a request with the Postal Department that a search be made for the same. Return register card has not been received.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Chief Clerk.

HWG:LH

cc. Mr. C. C. Welch, Riverton, Oregon.

COOS COUNTY

OFFICE OF
R. H. MAST,
COUNTY JUDGE

COQUILLE, OREGON

October 31, 1923

Roy A. Klein, Secty.,
Salem, Oregon.

Dear Sir:

Mr G. C. Welch, the person from whom a
on
borrow parcel of land was purchased for building the
Fat Elk - Lampa Section of the Roosevelt Highway,
and for which it was agreed that the State would pay the
purchase price of $500.00 to Mr Welch and the matter would
be adjusted between the County and the State next year
as our funds for rights of way were overdrawn, was in to
to see me this morning and stated he had not received any
thing yet for the land and would like very much to have the same
as soon as convenient.

Thanking you for early attention to this, I remain,

Very truly,

R H Mast

County Judge.

ANSWERED
H. B. G.

Returned & O.C. Undk. 10/25/23

$ 50 —

(Printer)

Dewell & Cl

MISSION

D, 1925.

matter of
G. C. Walsh,
rock Project.

cost be
approved

ngineer

LH

OREGON STATE HIGHWAY COMMISSION

October 20, 1923.

Mr. W. S. Chandler,
Division Engineer,
Marshfield, Oregon.

PR*97

Dear Sir:

Reference is again made to the matter of payment for the Borrow Pit site, purchased from C. C. Welch, in connection with the Lamprey Creek-Fat Elk Creek Project.

Your recommendation that this cost be shared fifty-fifty by the State and County, is approved, and payment will be handled accordingly.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

SHP:EW

SN-6-23

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

OCT 9 1923

Marshfield, Oregon.
Oct. 6, 1923.
Box 151.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Attention Mr. Probert.

REFERRED TO
BY R. A. K.

Dear Sir:

Referring to your letter of October 1st, regarding right-of-way purchased from G. C. Welch, can state that Judge Mast of Coos County agreed to pay the $ 500.00 in case the State could not see their way clear to pay it as a construction cost.

Can explain that the borrow pit was made to save overhaul and excavation with higher classification than common. The borrow was in earth. The State saved approximately $ 1,500.00 by using the borrow, therefore it is in a sense a construction cost. Unless your office does not want to set a precedent, think a fifty-fifty division would be fair. This would be satisfactory to them. The Judge stated he would like to talk the matter over with the Commission before paying it.

Respectfully,

W. E. McDonald

Division Engineer.

WEC/B

OK
50-50
advise Chandler
Clerk

NOTED
R. A. K.

October 1st, 1923.

Mr. W. E. Chandler,
Division Engineer,
Marshfield, Oregon.

Dear Sir:

We are passing for payment the voucher recently submitted from your office, covering payment to G. C. Welch of $500.00, for the right to remove from his property certain earth materials required in connection with the construction of the Lamprey Creek-Fat Elk Creek Section of the Roosevelt Coast Highway.

Please advise us as to what agreement, if any, was made between yourself and the County Court of Coos County as to who was to bear this expense. It would seem that this might be considered a right-of-way damage, and that the whole of it should, therefore, be borne by Coos County. We are under the impression, however, that some agreement was made with the County Court, and it is in regard to this agreement that we now desire more information. If no agreement was made, you will please let us have your recommendation as to whether or not we should undertake to have Coos County pay the whole of this cost.

For your reference, we are enclosing herewith a copy of the agreement with G. C. Welch, covering this purchase.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

SH:TW
Enclosure.

THIS AGREEMENT, made and entered into this 17th day of September, 1923, by and between the State of Oregon, by its State Highway Commission, hereinafter called the State, party of the first part, and G. C. Welch and _____, owners of the land hereinafter described, parties of the second part,

WITNESSETH:

THAT WHEREAS, the State, through its State Highway Commission, is engaged in the construction and permanent improvement of the Lamprey Creek - Fat Elk Section of the Roosevelt Coast Highway, in Coos County, Oregon, and in connection with the construction and permanent improvement of said highway the State needs and requires a quantity of rock, sand, gravel, earth, and other roadbuilding materials;

AND WHEREAS, the parties of the second part are the owners of premises hereinafter described, upon and under which there are deposits of rock, sand, gravel, earth, and other mineral deposits and material suitable for highway construction, and said parties are desirous of selling said materials to the State of Oregon;

NOW, THEREFORE, IT IS HEREBY AGREED, by and between the parties hereto that the parties of the second part do hereby sell and agree to deliver upon the premises hereinafter described, and the party of the first part does hereby purchase and accept and agree to pay for all of the rock, gravel, sand and other mineral deposits, including earth, upon or under the premises described as follows:

A parcel of land lying in Lot 5, Section 30, Township 28 South, Range 13 West (W. M.) described as follows:

Beginning at a point on the boundary line between the SE ¼ and Lot 5 of Section 30, which point lies S 2° 26' E. a distance of 173 feet from the center of said Section 30, which point also lies on the south side of the right of way of the Roosevelt Coast Highway:- From this point runs 2° 26' E. along the boundary line of the SE ¼ and Lot 5 of Sec. 30 a distance of 137.0 feet; thence S. 69° 07' W. running parallel to said Roosevelt Coast Highway a distance of 277.2 feet; Thence N. 55° 53' W. a distance of 158.7 feet to the South boundary of the right of way of the Roosevelt Coast Highway; thence N. 69° 07' East along said right of way boundary a distance of 411.5 feet to the place of beginning, containing 1.03 acres, in Coos County, State of Oregon.

IT IS FURTHER AGREED AND UNDERSTOOD, by and between the parties hereto, that the State, its officers, agents, contractors, or employees may go upon the said premises, and may do all necessary stripping required in the procurement of the said materials, and that the State, its officers, agents, employees or contractors may place upon said premises machinery, buildings, or other equipment which the State or the State Highway Commission may deem necessary or convenient in order to procure or manufacture the said material in suitable shape or condition for use in connection with roadbuilding, and may erect upon said premises crushers or other machinery for the crushing or other treatment of said materials deemed necessary in connection with highway construction, and may thereafter remove such machinery, buildings, or other equipment when no longer needed for such purpose.

IT IS FURTHER AGREED AND UNDERSTOOD, that the State, its officers, agents, employees or contractors, shall have free and uninterrupted access to the said premises over the most direct and convenient route.

IT IS FURTHER AGREED AND UNDERSTOOD that the State, its officers, agents, employees or contractors may take and remove the said material, or may manufacture the same into suitable form or condition for roadbuilding purposes in such manner and according to such method as to the State Highway Commission may seem best and proper, doing as little damage to the said premises as the needs and the requirements of the State will permit.

As full and complete compensation for the said sale and delivery of said materials, and for all privileges herein contemplated or enumerated, the State agrees to pay, and the said parties of the second part agree to accept the sum of Five Hundred Dollars ($500.00), it being intended and understood that the said sum of $500.00 is deemed to be sufficient compensation for the said materials, for the privileges herein enumerated, and for any and all damage, if any there be, to the remaining portions of the property of the said parties of the second part, and for any and all damage, if any there be, to the premises herein described.

IT IS FURTHER AGREED AND UNDERSTOOD, that the State shall have up to and including the 1st day of July, 1924, within which to take and remove the said materials.

IT IS FURTHER AGREED AND UNDERSTOOD, that it shall be optional with the State as to whether it takes any or all of the said roadbuilding materials, it being understood and agreed that the State shall be required to take only such amount or amounts as the State Highway Commission may find convenient or necessary in connection with road construction in said County.

IN WITNESS WHEREOF, the parties hereunto have subscribed their names the day and year first above written.

OREGON STATE HIGHWAY COMMISSION,

By WM. DUBY, Chairman

Commissioner

W. H. MALONE, Commissioner

Party of the First Part.

WITNESSES:

C. Frank Rhodes

Paul Van Scoy

G. C. WELCH

BONNIE WELCH

Parties of the Second Part.

STATE OF OREGON)
) ss.
COUNTY OF COOS)

PERSONALLY appeared before me, a notary public in and for said county and State, G. C. Welch and _____, well known to me to be the identical persons who subscribed the foregoing instrument, and who each acknowledged to me that he / she had executed the said instrument freely and voluntarily for the purposes therein stated.

WITNESS my hand and notarial seal, this 17th day of September, 1923.

PAUL VANSCOY

(Seal)

Notary Public for Oregon
Commission expires May 28, 1927.

September 10th, 1923

GR-17

W. E. Chandler
Division Highway Engineer
Marshfield, Oregon

Dear Sir:

Complying with your request, I have prepared an agreement covering the purchase of materials from Mr. Welch. In preparing this agreement we have labored somewhat in the dark, for I have not had complete information as to the extent of the State's operations or the extent of the State's needs. Hence we have necessarily had to prepare this agreement in a somewhat general manner.

If we have not covered all of the facts, and if we have not in every particular protected the State's interests and at the same time followed the terms of the agreement you made with Mr. Welsh, please give us the necessary data and information to make it possible for us to reform the agreement so as to meet the correct situation.

We have left blank the period which this agreement should cover and will ask you to supply that. If the material is only needed for the job now being done, then of course the period can be sufficiently long enough to permit of the completion of the job now pending. However, if this material is to be needed in the future, the life of the agreement should be extended to meet that situation.

You will note that we have made the consideration $500.00. If we are incorrect in this, kindly make the correction.

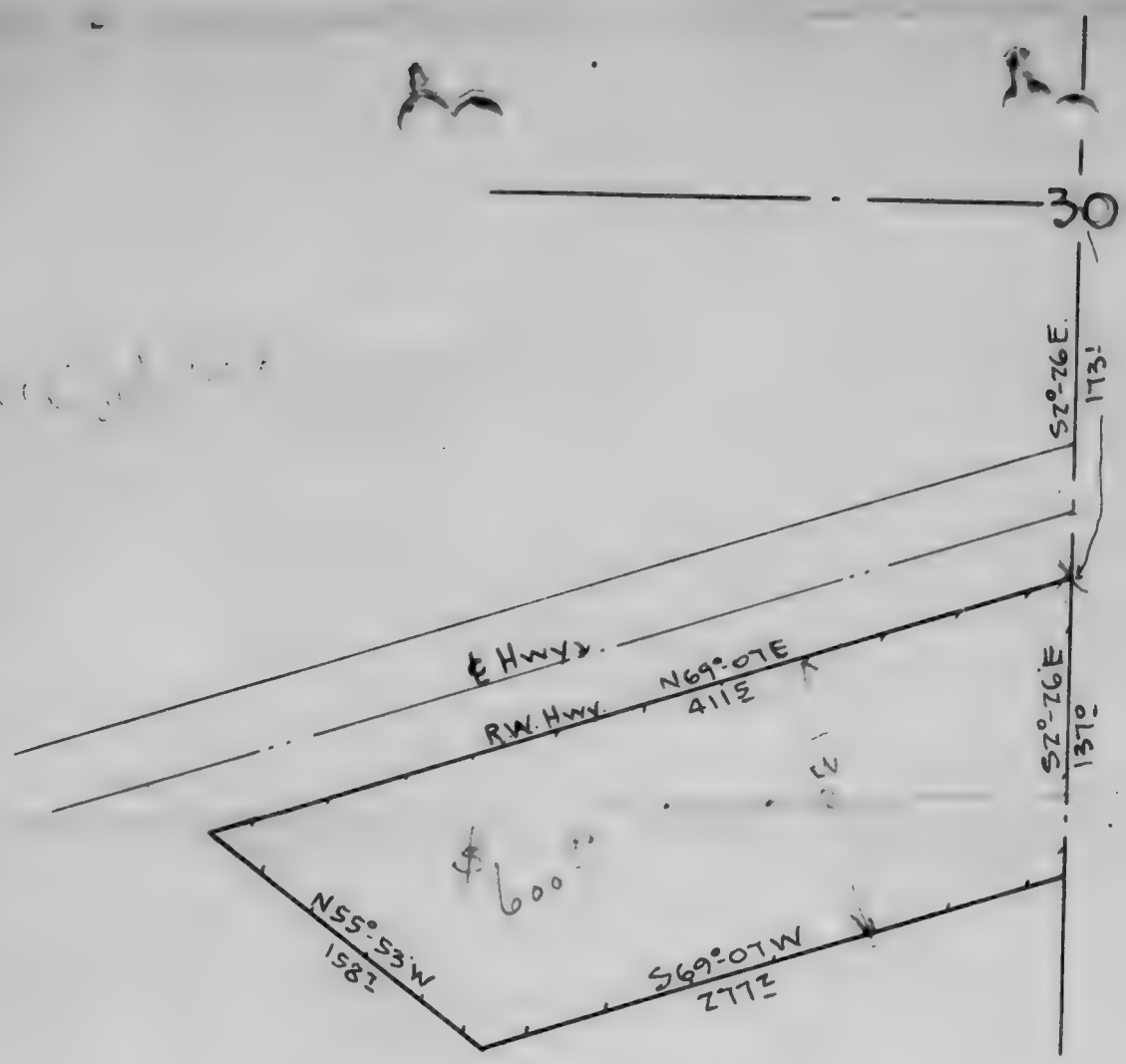
I am enclosing two original copies and a yellow sheet copy for your own use, the other two to be signed by the owners of the property.

Very truly yours,

Assistant Attorney-General.

AD:EB

PR 92



A parcel of land lying in Lot 5 Section 30 Township 28 South Range 13 West(WM) described as follows.—

Beginning at a point on the boundry line between the S.E. ¼ and lot 5 of section 30, which point lies S2°-26 E a distance of 173± feet from the center of said section 30, which point also lies on the south side of the right of way of the Roosevelt Coast Highway.— From this point run S 2°-26 along the boundry line of the S.E. ¼ and lot 5 of section 30 a distance of 137± feet; thence S 69°-07 W running paralell to said Roosevelt Coast Highway a distance of 277± feet ~~more or less to the east line of Lampre Creek~~; Thence N 55°-53 W ~~more or less along the center of Lampre Creek~~ a distance of 158± feet. to the South boundry of the right of way of the Roosevelt Coast Highway; thence N 69°-07 E along said right of way boundry a distance of 411± feet to the place of beginning. Containing 1.03± Acres.

piece of land to be used for side borrow
on Lamprey Creek-Forkk section of the Roosevelt
Coast Hwy.

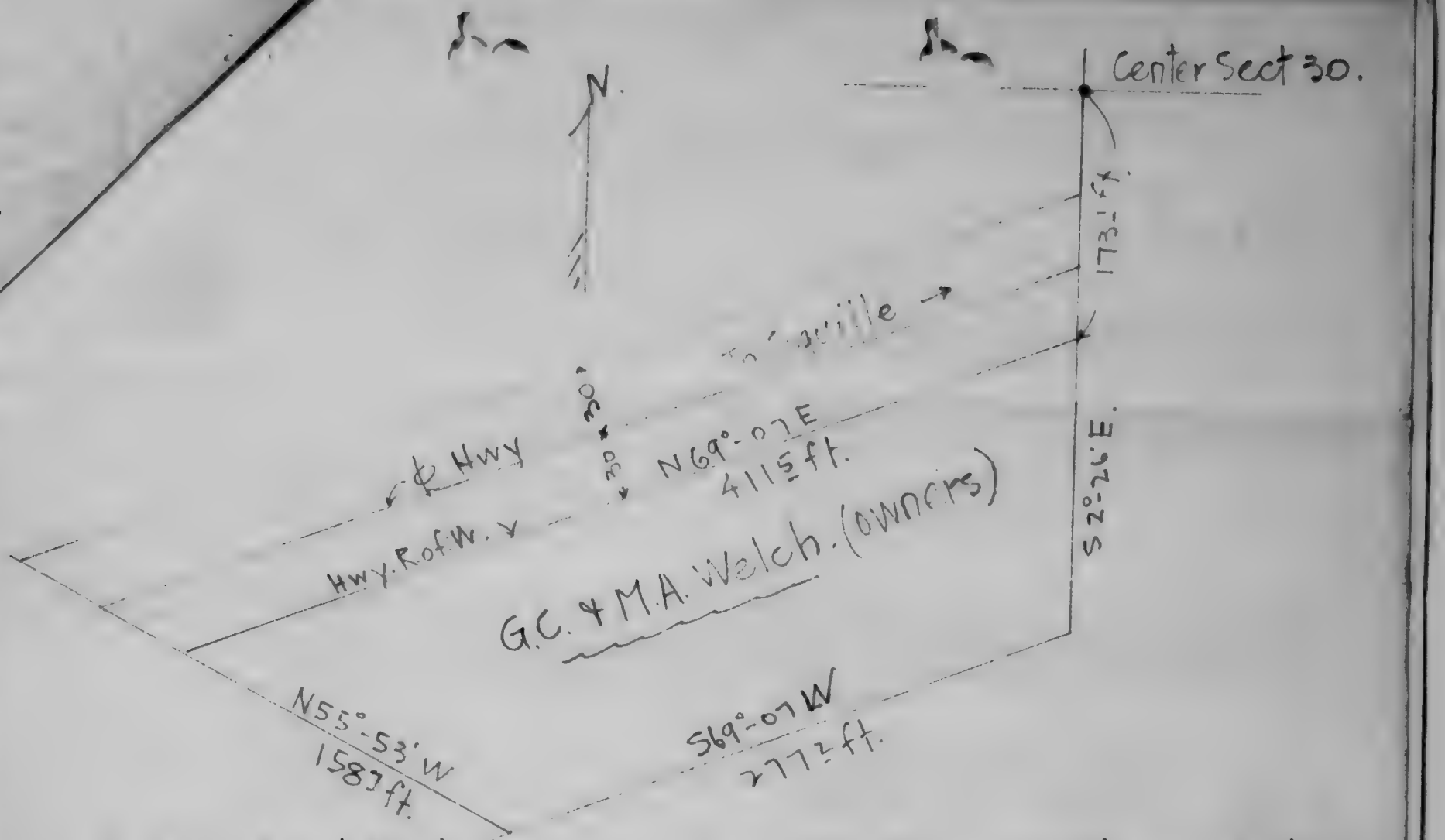
Mr. Chandler and I went today to see Mr Welch offering him #500.00 for the acre of ground but he wanted #600.00 which we considered too much - for land around here in small tracts are not often valued over #300.00 per acre.

If we do not have this piece of land we will have to borrow on the hills near here where rock will be encountered, probably bringing up the price of this 4500 cy. of borrow #1200.00, besides the price of haul, and clearing and grubbing.

We will save by having this borrow pit about #2000.00 in the construction of the road.

Mr Chandler wishes to start condemnation proceedings immediately, as we are in need of this pit at present.

Yours,
Paul Sanderson
Manager.



A parcel of land lying in lot 5 Section 30, Township 28 South, Range 13 West (W.M.) Described as follows,—

Beginning at a point on the boundry line between the S.E. 1/4 and lot 5 in section 30, which point lies S 2°-26' E a distance of 173.1 feet from the center of said section 30, which point also lies on the south boundry of the right of way of the Roosevelt Coast Highway.

From this point run S 2°-26' E along the boundry line of the S.E. 1/4 and lot 5 of Section 30 a distance of 137.0 feet; thence S 69°-07' W running parallel to said Roosevelt Coast Highway a distance of 277.2 feet; thence N 55°-53' W a distance of 1587 feet to the south boundry of the right of way of the Roosevelt Coast Highway; thence N 69°-07' E along said right of way boundry a distance of 411.5 feet to the place of beginning containing 1.03 acres.

GENERAL OFFICE:
GRANTS PASS, OREGON

JOHN HAMPSHIRE
CONTRACTOR

NOTED
R.A.K.

REPLY TO

GRANTS PASS Oregon
August 7th 1923

AUG 8 1923

PP-99

Mr Roy A. Klein
State Highway Engineer
SALEM Oregon

Dear Sir:-

Reference is made to your letter of the 2nd inst., and which is regarding progress on the Lamprey Creek-Fat Elk Creek section, Roosefelt Coast Highway.

Immediately upon receipt of your communication, I took the matter up with my superintendent, Mr MacVicar, and asked him to report to me in detail, just what the true situation was.

I am just now in receipt of Mr MacVicar's report, and am passing it on to you for your information.

Very truly yours,

John Hampshire

...IAL OFFICE:
GRANTS PASS, OREGON

JOHN HAMPSHIRE
CONTRACTOR

REPLY TO Coquille, Oregon
August 5th 1923

AUG 8 1923

Mr. John Hampshire
Grants Pass, Oregon.

Dear Sir:

As per your request I beg to submit as follows, our line up teams and other force on the Lamprey Creek-Fat Elk Creek Section of the Roosevelt Coast Highway.

Present Team Force

Sta. 218 - 275	C. F. Rhodes	57 Head	
" 349 - 375	D. F. Churchill & Co.	18 "	
" 398 - 550	Gager & MacKenzie	70 "	
" 9+30 - 25+00	G. C. Walls	18 "	(CoquilleBridge Approach)
		163 "	

In addition to the above L. L. Conger is due to arrive tomorrow with 6 teams, and which will go on Gager & MacKenzie work.

J. R. Hill, formerly of Haakensen & Hill has subcontracted the section from Sta. 317+50 to Sta. 349 and will move on to the work on Monday, August 13th, with 12 teams.

Present Miscellaneous Force

Sta. 275 - 317+50	C. A. Peterson has force of 21 drillers and hand muckers. 6 R/W clearers.
Sta. 375 - 398	Geo. Thomas, Austrian station gang of 10 men and 5 more expected to join gang within week.
Sta. 500 - 507	R. Autonich & Co., Austrian station gang of 9 men.
Sta. 550 - 601 141 - 131	C. A. Peterson. Bucyrus 18 B. Steam shovel and 20 drillers and hand muckers.

Diagnosis

From the above line up, it will be noted that every foot of the line is covered by sub-contractors.

Taking the present force into consideration, the situation as regarding progress should be as follows:

81½ teams @ 40c.y. per day	3260 c.y.
Peterson's Camp 2 21 laborers @ 5 c.y. per day	105 "
Thomas & Co. 10 Stationmen @ 10 c.y. per day	100 "
Autonich & Co. 9 " @ 18 " " " (Actual Record)	162 "
Peterson's Camp 1 Steam Shovel, per day	400 "
	4027 c.y.

OREGON

JOHN HAMPSHIRE
CONTRACTOR

REPLY TO

J. H. #2

Based on the engineers estimate of July 20th, we have at this date, yet to move, not to exceed 250,000 c.y. At the rate of 4000 c.y. per day this could be moved in 62½ days.

With the addition of L. L. Conger's teams and the J. R. Hill outfit, above mentioned, our daily output can be expected to increase another 720 c.y. (18 teams @ 40 c.y. per day) With this last consideration in mind, our daily output should be 4750 c.y. and which could result in this 250,000 c.y. being moved in 52 days.

Conclusions

The above diagnosis presumes more or less ideal performance, and which you will understand can not be expected, with a labor condition which at this time, and in this particular region, is worse than we have ever before experienced. Day labor (more particularly hand labor) is not to exceed 50% efficient, and while more or less plentiful, is unreasonably exacting, and continually on the move. The average length of time that men remain in continuous employment is from 5 to 10 days.

75% of the labor employed on this work is avowedly of I. W. W. perswasion; they can not be speeded up, and by insidious agitation, they influence to some extent those not in accord with their beliefs and purposes.

Due quite largely to pressure that has been brought to bear upon us, we have raised the scale for common labor, first from $4.00 to $4.50, and now from $4.50 to $5.00. With about 150 day men now on the job, the effect of these raises in the wage scale is readily apparent. It costs real money to crowd work, and we can only hope that the State will meet us half way; we have acceded to every demand that has been made upon us, to every extent that has been possible.

We have 11 months yet to go, before expiration of our time limit, 5 months of which can reasonably be expected to be workable weather. With forces as above outlined, if we should fall down to the extent of 50%, and which is all together improbable, we could still get out on time, so I yet feel that the alarm that has been raised is needless and premature.

Yours very truly,

J. H. MacDonald

Superintendent

A sample of literature being circulated throughout our C.M.P.S J.D.M.

Go Slow!

"At the Devil's booth are all things sold,
Each ounce of dross costs its ounce of gold."

The employer runs no charity bureau. He isn't interested in producing a lot of things for you. What he wants to do is to make as large as possible that part of the product that you don't get. Also, he operates by a process of buying and selling. When things are sold, a scarcity of the object causes the price to rise above its true value, and too much of its causes the price to fall below the value. Laborers sell themselves to the employer by the hour, day, week, or month, and the supply is always greater than the demand. Secretary Davis, of the United States Department of Labor stated in a speech to the 1922 Annual Convention of Employment Agencies, "3,000,000 idle men is the normal condition in America." And he added, that this insures a constant reservoir of labor from which to draw men when new jobs open up.

He might have added, that all these men bidding against each other keep the price of laborers down; a situation which the capitalist enjoys very much. The capitalist has so much the best of it, that he is only restrained from reducing the price of men to the zero point, by the simple fact that he has to pay most of them enough to live on, in order to keep them alive, producing—and reproducing themselves.

The Two Sides of The Bargain

The worker, unorganized as he is in America, can not raise his wages except in those industries like lumbering, marine transport work, general construction work, and harvest work. In these special fields, revolutionary industrial unionism has managed some successful strikes. In other industries, wages have gone up and down, depending on the state of the foreign markets, etc.

But if the worker is at the mercy of the employer in the matter of wages, he has one great advantage. He is the one that is doing the producing. In this bargain by which he sells himself to the boss, he can deliver as much or as little as he pleases. He can work himself into a coffin, or he can protect himself.

Work, considered biologically, is the business of breaking down muscle fiber, transferring it into refuse, and at the same time, consuming nervous energy. If only a limited amount of this sort of thing takes place, it is beneficial to the human body. Old tissue is destroyed, new fresh, strong cells take the place of the old ones, and the man feels healthy and vigorous.

But as soon as the amount of broken down tissue exceeds the recuperative powers of the body, as soon as the wearing out process, caused by chopping trees, swinging a pick, or running a truck, is faster than the ability of the human body to rebuild itself during the rest period that is allowed it, then the end is in sight. The man grows rapidly older, and continually more weary. His joints get stiff, his back takes on a permanent bend, his eye loses its color, great bumps

Davis today
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and knots come on his hands and feet—second childhood stares him in the face at thirty-five or forty. His friends shake their heads and say, "He was a good one in his day; why once he could do two men's work, but no more."

Usually they don't stop to think that it was just this attempt to do two men's work that wore him out. Driven past a certain point, the very machinery of recuperation fails, and the system is ready for any sort of "flu" epidemic, or for such diseases as pneumonia and tuberculosis.

Don't Waste Your Life!

A man has just so many hammer blows in him, just so much energy to use up. If he wastes it all in a few years, Nature will not replenish the supply. Old age is reserved for those who do not rush madly to the grave.

The worker gets his wage for putting in so many hours on the job. He is selling his health, his chances of long life, his ability to enjoy life, and is getting a low enough price in return. Why should he give more of these precious things than he has to? What can he get in return to equal them?

Naturally the boss wants the worker to hurry. The wage is just the same, whether the product be great or small. What does the health of laboring men mean to an employer? What does it matter to him, if he drives them all to death in ten years, so long as there are plenty more wage slaves growing up to take their places? From the point of view of the employer, the more work he can extract from the laborer, the better off he is. The employer does not feel the backache. This is a point of permanent clash, of continual class-war, between the employing class and the working class.

Are you absolutely devoted to the business of making the boss rich, or are you more interested in your health?

Are you the sort of a merchant who is anxious to give all there is for a little as possible, or are you like the boss, intent on getting the best of the deal if you can?

Well, if you like to work, consider this angle of it! The faster you work, the more you produce, the poorer you will be, and the less time you will work. This sounds like a queer sort of logic, but read the following govermnet figures, and you will see.

The Facts Are Now Exposed

The boss has discovered that for $60,000,000 per day, he can keep all the workers alive during that day and have them ready to put on their overalls the next morning. During that day, however, the workers have produced, according to the United States Census of Manufactures (1920) about $171,000,000 worth of stuff. According to the census of manufactures of 1905 (no figures for 1920) the machinery on which this production was done suffered wear and tear of $296,000,000 per year, which means not more than $1,600,000 per day now, if we assure that the value of machinery did not more than double in the last 15 years. After subtracting wages and depreciation from the total product, and finding we have $109,400,000 left, we have to take out what is represented by raw materials **produced by individual owners**, not by large scale industry. We find in the census of manufactures that the farmers produce value equal to about $48,000,000 per day, and the farmers practically make up this class. The

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few fishers, fur traders, and placer miners are negligible. Making that subtraction gives us, or rather we should say, gives the capitalist class, $61,400,000 profit per day.

Now if you bear in mind these essential facts, we can go on. Notice that as a wage worker, you have a chance to buy only a limited portion of the product of your labor, about 60/171 or approximately one third of it. If you buy some of the farmer's produce, you can't buy so much of manufactured goods. If you produce more goods, your **share** in the distribution will decrease, though you may get as much to eat. The cheaper goods will result in your wages being lowered, because, unorganized as the American working class is, it gets only sustenance. A man eats no more food at 25 cents a meal on the average, than he does at 50 cents a meal. He has to have about so much beans and bread anyway, to function for the boss.

Bad For You To Enrich The Boss

Now look at the figures again. Notice that there is a considerable sum, $61,400,000 which can not be sold either to you or to the farmer. The employer group waste as much as they can of this. They squander it, the fruit of your toil, watered by your sweat, the price for which you are ruining your muscle and brain—they spend it on steam yachts, pleasure palaces, and a thousand follies, on cards, cocaine, and chorus girls, and on that great master class gambling game known as war—a game in which you are the pawn; you and your fellow workers in other countries are matched against each other.

Even with all this waste, the employing class doesn't get rid of all the wealth you give them, and regularly, every five to ten years, has to stop production, and lay you off the job. The faster you work, the faster this surplus accumulates, and the sooner you are thrown out of work.

So if you like to work, go slow. There is only so much work to do, and if you do it all up today, there will be none for tomorrow—no jobs—no pay check.

Fellow Workingmen, your health and your purse both demand that you take care of them.

Sometimes it is hard to avoid speeding up. Sometimes it means that the individual who resists the "high-ball" system will get fired. But it is an honor for a man who understands the situation to be discharged for "loafing." If you exercise a little ingenuity, if you set the pace, and talk sense to the rest of the workers on the job, you can do wonders in the way of curtailing production without getting discharged. If you can get all the men to drag back, the boss won't know who to pick on.

A Few Simple Suggestions

Always do whatever you are doing thoroughly. Construction work, especially, should be carefully done. The worker who goes slow here may be saving the lives of the public, at the same time he is making the job last. Harvesting should be done with care. It is a shame to waste good wheat. Pick up all of the straws and loose heads, no matter how long it takes.

When working stock, mules or horses, remember that "the merciful man is merciful unto his beast." A mule is a good friend to man. Be decently grateful to him; don't overload him; don't flog him.

When working around machinery, keep it in good trim. Stop

frequently to oil it. If you can't do that, don't overstrain it, anyway. The machine can't feel, as the mule can, but you don't want it to wear out too soon. We are going to inherit these machines when capitalism fails, and we want them in good condition.

Longshoremen should have coffee time. There must be a pause for rest between sling loads. If the accident rate is to be kept down, there mustn't be any chance for a tired slinger making the rope slip; and there mustn't be any such undue haste as would cause the winch driver or hatch tender to tangle the signals.

Some men smoke. It is hard on one who uses tobacco to go through the whole shift without an occasional pipe. If you all stop to smoke at once, the boss will be up against it. Take five. There isn't much he can do. He may fire one crew, but he won't fire many crews, if they all do the same thing. Just get the custom started.

These are only suggestions. You know your own industry best. You know how to cut down on the profits, and protect yourself. You need not break any laws, injure any property, or endanger any human life. Quite the contrary, you will be preserving all these things. You will have the boss simply wild, but that is the way it should be. Between the employing class and the working class there can be no peace. The boss is hurting you most when he seems to be most friendly to you.

Above all, in order to slow down, you need help from all the men working around you. You ought to get them organized as soon as possible, and if you are not an I. W. W. yourself, you ought to investigate industrial unionism. You want the only efficient, up-to-date brand, the sort that believes in slowing down on the job. Get acquainted with the message of the Industrial Workers of the World, 1001 West Madison Street, Chicago, Ill. Branch offices in other cities, and delegates everywhere.

PREAMBLE OF THE INDUSTRIAL WORKERS OF THE WORLD

The working class and the employing class have nothing in common. There can be no peace so long as hunger and want are found among millions of working people and the few, who make up the employing class, have all the good things of life.

Between these two classes a struggle must go on until the workers of the world organize as a class, take possession of the earth and the machinery of production, and abolish the wage system.

We find that the centering of management of the industries into fewer and fewer hands makes the trade unions unable to cope with the ever growing power of the employing class. The trade unions foster a state of affairs which allows one set of workers to be pitted against another set of workers in the same industry, thereby helping defeat one another in wage wars. Moreover, the trade unions aid the employing class to mislead the workers into the belief that the working class have interests in common with their employers.

These conditions can be changed and the interest of the working class upheld only by an organization formed in such a way that all its members in any one industry, or in all industries if necessary, cease work whenever a strike or lockout is on in any department thereof, thus making an injury to one an injury to all.

Instead of the conservative motto, "A fair day's wage for a fair day's work," we must inscribe on our banner the revolutionary watchword, "Abolition of the wage system."

It is the historic mission of the working class to do away with capitalism. The army of production must be organized, not only for the every-day struggle with capitalists, but also to carry on production when capitalism shall have been overthrown. By organizing industrially we are forming the structure of the new society within the shell of the old.

July 24, 1923.

Mr. C. H. Purcell,
District Engineer
Bureau of Public Roads,
Portland, Oregon.

PR 97

Gentlemen:

Reference is made to telephone call by Mr. Davis today relative to the price for clearing and grubbing on the Lamprey Creek-Fat Elk Creek Section, Oregon Project No. 97.

The price shown on the estimate as basis for project agreement, was in error, and we are enclosing ~~two~~ 2 copies of a revised estimate. It would appear that this estimate could be substituted for the existing estimate as the only things affected are the total cost of the project, cost per mile, amount of state funds and percentage of federal cooperation.

Very truly yours,

ROY A. KLEIN

By

Office Engineer.

Dic by J. W. DeSouza.
AP

OREGON STATE HIGHWAY DEPARTMENT — PROJECT 1

LAMPREY CREEK-FAT ELK CREEK SECTION OF THE ROOSEVELT COAST HIGHWAY

IN COOS COUNTY

(Estimate to be substituted for Estimate as Basis for Project Agreement. Based on Contract Prices, except Surfacing.)

Salem, Oregon, July 24th, 1923.

All Required		Clearing and Grubbing		$ 10,170.00
197,000	cu.yds	Common Excavation	.42	82,740.00
45,000	cu.yds	Intermediate Excavation	.57	25,650.00
57,500	cu.yds	Solid Rock Excavation	.96	55,200.00
200,000	sta.yd	Overhaul	.04	8,000.00
2,155	lin.ft.	18" Reinf. Concrete Pipe	3.00	6,465.00
1,300	lin.ft.	24" " " "	4.00	5,200.00
300	lin.ft.	36" " " "	6.50	1,950.00
1,800	lin.ft.	6" Porous Drain Tile	.25	450.00
180	lin.ft.	Backfill for Tile Drains	2.50	450.00
171.5	cu.yds	Class "C" Concrete	27.50	4,716.25
80	cu.yds	Rubble Masonry	15.00	1,200.00
1,500	cu.yds	Rip Rap	3.75	5,625.00
28	M-FBM	Lumber and Timber	70.00	1,960.00
680	lin.ft.	Piling	1.90	1,292.00
18,000	cu.yds	Surfacing (Est)	3.50	63,000.00
2,000	cu.yds	Filler (Est)	.50	1,000.00
			Sub-total	$ 277,069.75
			10% Engr. & Cont.	27,706.97
			Total	$ 304,776.72

Length of Project 8.37 miles

Cost per Mile $ 36,412.98

State Funds Available $ 151,262.30
Federal Aid Requested 153,514.42 (Fiscal year 1923-4)

$ 304,776.72

Federal Aid Recommended _____ (50.36944%)

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS.
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.------

POST OFFICE BUILDING,
PORTLAND, OREG.

July 23, 1923.

RECEIVED
JUL 24 1923
STATE

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The project agreement and certificate to cover Oregon 97 have been executed. Enclosed herewith is an original copy each of the agreement and certificate for your files.

Yours very truly,
C. H. PURCELL, District Engineer,

By T. M. Davis
Acting

NOTED
R.A.K

CC Mr. Paul Van Scoy, Res. Engr
Coquille, Oregon

Form P. R. 2

State Oregon

Project No. 97

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

AMENDED FEBRUARY 28, 1919

AND

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

WASHINGTON
GOVERNMENT PRINTING OFFICE
1922

CC Mr. Paul Van Scoy, Res. Engr
Coquille, Oregon

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 26th day of June, 1923

by and between the State Highway Commission of Oregon

....., constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended by act approved February 28, 1919 (40 Stat., 1189), entitled "An Act Making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," and by Act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes":

Whereas the Highway Department of said State submitted on the 5th day of March, 1923, a project statement, which was approved by the Secretary on the 29th day of March, 1923, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 29th day of March 1923, and approved by the Secretary on the 8th day of June, 1923; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of one hundred fifty-three thousand, five hundred fourteen and 33/100

dollars ($153,514.33) as the share of the United States payable under said act on account of said project, which does not exceed 61.13673 per cent of the total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

CC Mr. Paul Van Spey, Res. Engr
Coquille, Oregon

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT.

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State ....from sale of bonds authorized by legislature under.... (Include amount, date, and citation of act of legislature by which authorized.)

....Chapter 175, Laws of 1917, and Chapter 51, Laws of 1920....

*(b) By the count..... of .... (Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

such funds having been placed under the direct control of the Highway Department by .... (State how placed under direct control of Highway Department.)

*(c) By the count..... of .... (Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

*(d) ....

ROAD EMBRACED IN PROJECT.

ARTICLE II. This agreement covers the following road as described in detail in said surveys, plans, and specifications:

Between ....a point 4½ miles east of Bandon at the east end of Oregon 88 and a point about 2½ miles west of Coquille at the west end of Oregon 94.... terminal points, a distance of ....8.37.... miles, known locally as ....the Lamphrey Creek-Fat Elk Creek Section of the Roosevelt Coast Highway, Coos County.

CHARACTER AND METHOD OF CONSTRUCTION.

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

CC Mr. Paul Van Dorp, Res. Engr
Coquille, Oregon

(*a*) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.

(*b*) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT.

ARTICLE IV. The United States pro rata share of the cost of said project shall not in any event exceed (*a*) the said sum of one hundred fifty-three thousand, five hundred fourteen and 33/100 dollars, certified to the Secretary of the Treasury as above mentione less than $61.13673 per cent of two hundred ninety-nine thousand, eighty-e t and 07/100 dollars, the approved total estimated cost of said project, nor (*b*) the said per centum of the value of the labor and materials which shall have been actually put into the construction of said project in conformity to said plans and specifications.

CC Mr. Paul Van Dorp, Res. Engr
Coquille, Oregon

PAYMENTS.

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of the said certified sum, or so much thereof as may be due under the terms hereof, to .....

STRICKEN OUT

.....
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the ..... of .....
(State or county.) (Name.)

(Strike out if not appropriate.)

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to .....

the State Treasurer

.....
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State ..... of Oregon .....
(State or county.) (Name.)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $ 16,341.02 per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT.

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: .....
(Include reference to statute authorizing

RESOLUTION

In view of the fact that the State Highway Commission was authorized by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways.

IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 237 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties for which a suitable contract will be entered into, will be sufficient to maintain all state roads constructed by the State Highway Commission or jointly by the Commission and the Federal

In no event shall payment or payments made by the United States be in excess of ..... per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

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BE IT RESOLVED, that the state assumes responsibility to the Federal Government for the proper maintenance of all highways constructed in cooperation with the Federal Government under any federal act providing for cooperative road construction, the state to make whatever arrangements with the various counties it may deem necessary to meet this obligation in accordance with the laws of the state of Oregon and the Federal Aid Road Act, and any other Federal Law that may have been, or may be, enacted to further road improvement in the State of Oregon.

I, Roy A. Klein, duly appointed Secretary for the Oregon State Highway Commission, hereby certify the above resolution was unanimously adopted by the Oregon State Highway Commission, at its regular meeting held at Salem, Oregon, on August 7, 1917, all members being present and voting, and at a special meeting held in Portland on September 25, 1917, a majority being present and voting, when an amendment was made to the original resolution to make it read as above.

ROY A KLEIN

Secretary

Office Engineer.

CC Mr. Paul Van Dorp, Res. Engr. Coquille, Oregon

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the .....,
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: .....

(Include reference to statute authorizing .....
funds, probable amount annually available, and how will be placed under direct control of Highway Department.)
.....

*(*b*) By the .....,
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .....

(Include reference to statute authorizing .....
funds and probable amount annually available.)
.....

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: .....
.....
.....

*(Strike out if not appropriate.)

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 8th day of June, 1923.

STATE HIGHWAY COMMISSION OF OREGON

By .....
(Title of officer.)
Chairman, State Highway Commission

By .....
(Title of officer.)
Member, State Highway Commission

[SEAL.]

By .....
(Title of officer.)
Member, State Highway Commission

By .....
(Title of officer.)

By .....
(Title of officer.)

[SEAL.]

.....
ACTING Secretary of Agriculture.

CC Mr. Paul Van Soey, Res. Engr
Coquille, Oregon

Orfion Engineer.

Form No. PR. 8

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(*Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, as amended by "An Act making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," approved February 28, 1919, and by "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," approved November 9, 1921 (42 Stat., 212).*)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between a point 6½ miles east of Bandon at the east end of Oregon 82 and a point about 2½ miles west of Coquille locally known as the Lamphrey Creek-Pat Elk Creek Section of the Roosevelt Coast Highway, Coos County. and designated in the records of this Department as Project No. 97, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 299,088.07 as the total estimated cost of said project, and the sum of $ 153,514.33 as the share of the United States, payable under said acts on account of such project, which does not exceed 51.13673 per cent of said total estimated cost.

Done in the District of Columbia, this 8th day of June one thousand nine hundred and Twenty-three, as witness my hand and the seal of the Department of Agriculture.

C. W. Pugsley

ACTING Secretary of Agriculture.

GOVERNMENT PRINTING OFFICE 8—4820

SHIP AT

BY

Office Engineer.

CC Mr. Paul Van Soey, Res. Engr
Coquille, Oregon

May 24th, 1923.

Mr. W. E. Chandler,
Division Engineer,
Marshfield, Oregon.

PR #97

Dear Sir:

The enclosed extra work orders No. 1 and 2, under Contract No. 647 are being returned to you due to the fact that a part or all of the work covered is in connection with right-of-way matters and therefore chargeable to Coos County.

It is possible that a part or all of the cost of moving buildings should be included as a part of the cooperative project but if, as a part of the right-of-way agreement, the County has agreed to move and reconstruct the buildings at points designated by the right-of-way owners, at least the cost of the construction of new foundation and of the reconstruction of the buildings must be considered right-of-way costs, and must therefore be paid by the County. If the buildings are torn down, or simply dragged from the right-of-way to get them out of the way, then the cost of such work becomes a part of the clearing cost and a part of the cost of the cooperative project, although, under the terms of the contract, this work would have to be paid for as extra work, and could not be included as a part of the work to be done by the contractor under his lump sum bid for clearing and grubbing.

Such part of this work as is properly a right-of-way charge and therefore payable by Coos County, should be billed directly to the County and should be handled as an item separate from the contract, although payment for same might be made upon the same basis as payments for extra work. Extra work orders to be submitted to this office should cover only that part of the work which is chargeable to the cooperative project, and only bills covering that part of the work should be submitted for payment on our regular contract estimate vouchers.

Please give this matter your careful consideration and submit revised extra work orders, as outlined above.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

SHP:AP

CC Mr. Paul Van Scoy, Res. Engr
Coquille, Oregon

Form No. 39.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

RECEIVED
APR 30 1923

Date Apr 29, 1923.

Job Name Lowell - Jct. Fall Creek - Jct. Elk Creek. Week from Apr 22 to Apr 28 inc.

Mail Address Cottage Grove

Highway Roosevelt Coast

Telegraph or Telephone Address " "

County Lane Job Prefix 6 P.F.

Express and Freight Address " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contractor has men working as follows.

Station 718 - 350 - Peterson

350 - 400± Dawner Sawyer

400 - 550 Gager

550 - 600 - 131 Peterson

Dawner starts clearing Sta 350± men about 3 days +

Gager starts putting in 1 camp at Riverton - will start clearing and grading about Station 407 - 400 about next wednesday. No other men on yet yet.

Party setting R/W stakes and getting lengths of culverts -

Foreman, spotting culverts and road approaches

RECEIVED
MAY 1 1923
STATE HIGHWAY COMMISSION

Signed Paul Vanderhoof

Title Mr Engr.

(See back of this sheet for instructions and detailed information.)

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week .....*men,*

.....*teams,* .....*steam shovels*

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week .....*men,*

.....*teams,* .....*trucks*

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem Office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number days worked on this project .....

Number men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

(NOTE.—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week .....*men,*

.....*teams,* .....*trucks*

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job..... *Percentage*.....

Other jobs..... *Percentage*.....

Other jobs..... *Percentage*.....

Other jobs..... *Percentage*.....

NOTED
R.A.K.

PR 97

The [redacted] of Public Roads,
Post Office Bldg.,
Portland, Oregon.

April 3rd, 1925.

PR - 97

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for project agreement on the Lamprey Creek-Fat Elk Creek Section, Oregon Project #97.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer

By

Office Engineer

Dict. by J. W. De Sousa

KH

enc.

OREGON STATE HIGHWAY DEPARTMENT — PROJECT NO. 97

Lamprey Creek-Fat Elk Creek Section of the Roosevelt Coast Highway in Coos County.

(Estimate as basis for project agreement. Based on contract prices except surfacing.)

Salem, Oregon, April 3, 1923.

All Required	Clearing and Grubbing			$ 7,000.00
197,000 Cu. Yds.	Common Excavation	.42		82,740.00
45,000 "	Intermediate Excavation	.57		25,650.00
57,500 "	Solid Rock Excavation	.96		55,200.00
200,000 Sta. Yds.	Overhaul	.04		8,000.00
2,155 Lin. Ft.	18" Reinf. Concrete Pipe	3.00		6,465.00
1,300 "	24" " " "	4.00		5,200.00
300 "	36" " " "	6.50		1,950.00
1,000 "	6" Pereus Drain Tile	.25		450.00
180 "	Backfill for Tile Drains	2.50		450.00
171.5 Cu. Yds.	Class "C" Concrete	27.50		4,716.25
80 "	Rubble Masonry	15.00		1,200.00
1,500 "	Rip Rap	3.75		5,625.00
28 M-FBM	Lumber & Timber	70.00		1,960.00
680 Lin. Ft.	Piling	1.90		1,292.00
18,000 Cu. Yds.	Surfacing (Est)	3.50		63,000.00
2,000 "	Filler (Est)	.50		1,000.00
			Sub-total	$271,098.25
			10% Engr.& Cont.	27,109.82
			Total	$ 298,208.07

Length of Project 8.57 miles

Cost per mile $36,733.54

State Funds Available $144,673.74

Federal Aid Requested 153,514.33 (Fiscal year 1923-4)

$ 298,208.07

Federal Aid Recommended ---------- ($1,327465)

OREGON STATE HIGHWAY DEPARTMENT — PROJECT NO. 57

Lawrence Creek-Fat Elk Creek Section of the Roosevelt Coast Highway in Coos County

(Estimate with plans. Not as basis for agreement)

Salem, Oregon, March 21, 1928

All Required		Clearing and Grubbing		$ 7,000.00
197,000	Cu. Yds.	Common Excavation	.40	78,800.00
45,000	"	Intermediate "	.55	24,750.00
57,500	"	Solid Rock "	1.00	57,500.00
200,000	Sta. Yds.	Overhaul	.05	10,000.00
2,155	Lin. Ft.	18" Culverts	3.50	7,542.50
1,300	"	24" "	5.50	7,150.00
300	"	36" "	8.00	2,400.00
171.5	Cu. Yds.	Class "C" Concrete	30.00	5,145.00
1,800	Lin. Ft.	6" Porous Drain Tile	.20	360.00
100	Cu. Yds.	Backfill for Tile Drains	3.50	630.00
1,500	"	Rip Rap	3.50	5,250.00
80	"	Rubble Masonry	15.00	1,200.00
28	M-FBM	Lumber and Timber	60.00	1,680.00
680	Lin. Ft.	Wood Piling	1.00	680.00
18,000	Cu. Yds.	Surfacing	3.50	63,000.00
2,000	"	Filler	.50	1,000.00
		Sub-total		$274,087.50
		10% Engr. & Cont.		27,408.75
		Total		$301,496.25

Length of project 8.37 miles
Cost per mile $36,021.05

State Funds Available $147,981.92
Federal Aid Requested 153,514.33
$ 301,496.25

STATE Oregon

PROJECT No. 97
(Not to be filled in.)

FORM P R 1
BUREAU OF PUBLIC ROADS
U. S. DEPT. OF AGR.

PROJECT STATEMENT

AS REQUIRED BY

FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916, AND AMENDED BY ACT APPROVED FEBRUARY 28, 1919.

(Date) March 5, 1923.

THE SECRETARY OF AGRICULTURE,
Washington, D. C

SIR:

The State of Oregon, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat. 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder,

does hereby submit by its State Highway Commission constituting the State Highway Department of said State, this project statement for the rural post road herein described, which it is proposed to construct under the provisions of said Act and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Act. The work will be done under the direct supervision of the State Highway Department under authority of Chapter 31, Laws of 1920.

(Cite statutes and resolutions or orders giving Highway Department jurisdiction.)

, in strict conformity to the provisions of the said Act and to said Rules and Regulations. After construction of the said road it will be properly maintained by State Highway Department assumes responsibility for maintenance

1. Local name of road Lamphrey Creek-Fat Elk Creek
2. Located between Coquille and Bandon, County of Coos
3. Points of beginning and ending Sta. 169/50 at N. end of F. A. Project 82, through Sta. 801/09.2 equals 140/71.1 to Sta. 130/90 at E. end of Project 94.
4. Length in miles (gross) 8.36 mi. (net) 8.36 mi.

NOTE.—In preparing the Project Statement attention is directed to the Rules and Regulations. In all cases a sketch plan shall accompany statement.

9—4256

5. Miles of project used as post route _____; miles not used as post route _____

6. If a major portion of the project is not a post route, or if the project is not a "connecting link," give the facts showing the general status along the entire project as follows: Whether the country is thickly or sparsely settled; if the latter, the probability of increased settlement; the purposes for which the contiguous lands are used, their fertility and general character; whether desired for and capable of more intensive development; and such further facts as will tend to show the general character of the community in which the road is located and the need for and desirability of constructing or improving the same.

(Use additional sheets, if necessary, and indicate the sections referred to by same letters as on sketch map.)

7. Places on the project having a population of 2,500 or more as shown by the latest Federal census and mileage of each none

8. Tolls collected on roads or bridges on this project, if any none

9. Is project part of State's five-year program heretofore submitted? no

10. Purpose project will serve and relation it bears to the road system of the State. (See Reg. 3, Sec. 1, and Reg. 4, Sec. 1.) Portion of Federal Aid System. Connects projects Nos. 82 and 94.

11. Improved roads adjacent or contiguous and type of each Road under construction at each end.

(Give distinguishing marks to identify on sketch map.)

12. Through traffic, approximate average daily number of (*a*) trucks 8; (*b*) passenger motor vehicles 40, and (*c*) horse-drawn vehicles 10

13. Local traffic, approximate average daily number of (*a*) trucks 5, (*b*) passenger motor vehicles 100, and (*c*) horse-drawn vehicles 10

14. Description and present condition of traveled way Unimproved earth road.

15. Proposed width of surfacing 18; feet between ditches 20'; approximate maximum gradient ____ per cent.

16. Proposed type of construction Grading and surfacing

17. Location, nature, and extent of deposits of local materials suitable for use on this project Rock or Gravel from Bandon

(Where practicable show by distinguishing marks on sketch map.)

18. Location and length of each bridge to be built or rebuilt requiring a length of more than 20 feet none

(Designate each by the same distinguishing marks as on sketch map.)

19. State's share of cost of construction will be provided by State

(State or (and) county.)

20. Amount of funds which are / will be available for construction: (a) State ~~$117,135.00~~ 147,802.08 and any additional amounts required. Sale of bonds authorized.

RESOLUTION

In view of the fact that the State Highway Commission was authorized by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways;

IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 237 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties for which a suitable contract will be entered into, will be sufficient to maintain all state roads constructed by the State Highway Commission or jointly by the Commission and the Federal Department of Agriculture, as provided for in the Federal Aid Road Act; and

BE IT RESOLVED, that the state assumes responsibility to the Federal Government for the proper maintenance of all highways constructed in cooperation with the Federal Government under any federal act providing for cooperative road construction, the state to make whatever arrangements with the various counties it may deem necessary to meet this obligation in accordance with the laws of the State of Oregon and the Federal Aid Road Act, and any other Federal Law that may have been, or may be, enacted to further road improvement in the State of Oregon.

I, Roy A. Klein, duly appointed Secretary for the Oregon State Highway Commission, hereby certify that the above resolution was unanimously adopted by the Oregon State Highway

from Bandon

(Where practicable show by distinguishing marks on sketch map.)

18. Location and length of each bridge to be built or rebuilt requiring a length of more than 20 feet

none

(Designate each by the same distinguishing marks as on sketch map.)

19. State's share of cost of construction will be provided by State

(State or (and) county.)

20. Amount of funds which are / will be available for construction: (a) State ~~$117,135.00~~ 147,802.02 and any additional amounts required. Sale of bonds authorized.

RESOLUTION

In view of the fact that the State Highway Commission was authorized by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways;

IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 237 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties for which a suitable contract will be entered into, will be sufficient to maintain all state roads constructed by the State Highway Commission or jointly by the Commission and the Federal Department of Agriculture, as provided for in the Federal Aid Road Act; and

BE IT RESOLVED, that the state assumes responsibility to the Federal Government for the proper maintenance of all highways constructed in cooperation with the Federal Government under any federal act providing for cooperative road construction, the state to make whatever arrangements with the various counties it may deem necessary to meet this obligation in accordance with the laws of the State of Oregon and the Federal Aid Road Act, and any other Federal Law that may have been, or may be, enacted to further road improvement in the State of Oregon.

I, Roy A. Klein, duly appointed Secretary for the Oregon State Highway Commission, hereby certify that the above resolution was unanimously adopted by the Oregon State Highway Commission, at its regular meeting held at Salem, Oregon, on August 7, 1917, all members being present and voting, and at a special meeting held in Portland on September 25, 1917, a majority being present and voting, when an amendment was made to the original resolution to make it read as above.

Roy A. Klein

Secretary.

21. Funds for maintenance to be provided by State
(State or (and) county.)
from the following sources:
(Refer to statute.)

22. List of certified copies of resolutions or orders, if any, attached hereto or previously submitted, by State Highway Department respecting the State funds which are or will be available for construction

23. List of attached or previously submitted certified copies of resolutions or orders by the county or other local subdivision of the State respecting the funds which are or will be available for construction and maintenance. (See Sec. 5, Reg. 4)

24. List of forms of the contract and of the contractor's bond attached hereto or previously submitted and proposed to be used in connection with this project State Highway Department standard forms of contract and bond.

March 19th, 1925.

25. Reconnaissance estimate of cost of project:

Made by ..... Date ....., 19.....

Approximate Quantity.	Unit.	Item.	Price.	Amount.
.....	Cu. yds.	Excavation, ...% rock		
.....	Sq. yds.	Surfacing of		
All Required		Clearing and Grubbing	10	7,000 00
200,000	Cu. Yds.	Common Excavation	40	80,000 00
45,000	Cu. Yds.	Intermediate Excavation	1 55	24,750 00
55,000	Cu. Yds.	Solid Rock Excavation	1 00	55,000 00
210,000	Sta. Yds.	Overhaul	05	10,500 00
18,000	Cu. Yds.	Surfacing	3 50	63,000 00
2,000	Cu. Yds.	Filler	1 00	2,000 00
2,200	Lin. Ft.	18" x 18" Cedar Culverts	3 50	7,700 00
1,300	Lin. Ft.	2' x 2' " "	5 50	7,150 00
300	Lin. Ft.	3' x 3' " "	8 00	2,400 00
1,800	Lin. Ft.	6" Drain Tile	20	360 00
100	Cu. Yds.	Backfill for Drains	3 50	350 00
1,500	Cu. Yds.	Rip Rap	3 50	5,250 00
175	Cu. Yds.	Class "C" Concrete	30 00	5,250 00
80	Cu. Yds.	Rubble Masonry	15 00	1,200 00
9	M-FBM	Lumber and Timber	60 00	540 00
400	Lin. Ft.	Piling	1 00	400 00

Structures of 20' span or under

Structures over 20' span

Other items

Length, 8.36 miles.

Cost, $ 35,901.31 per mile.

Subtotal	272,850 00
10% Engineering and Contingencies	27,285 00
Total	300,135 00

This estimate approved by:

.....

(Title) Office Engineer

26. Amount of Federal aid desired ~~$135,000.00~~ $ 153 330.92

8—3256

(State in lump sum or percentage, but not both.)

March 19th, 1923.

27. Payment desired on completion or as work progresses as work progresses

28. Official, officials, or depository authorized by State law to receive public funds of the State or county and designated by the State Highway Department to receive Federal funds for this project Treasurer of the State of Oregon, Salem, Oregon.

29. Additional remarks

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

Oregon State Highway Commission
(Official title of Highway Department.)

By
(Title of officer.)

By
(Title of officer.)

By
(Title of officer.)

8—4286

T. 27 S.

T. 28 S.

T. 28 S.

T. 29 S.

R 14 W

BEGINNING OF PROJECT

927+50 - 169+50

FED. AID PROJ. No 82

Parkersburg

Randolph

Prosper

BANDON

Coquille Point

Lower Cr.

Ophelia Cr.

Beaver Cr.

Creek

Bill Cr.

Seven Mile Cr

To Marshfield

Road

Devils Elbow

Steven

To Portorford

PACIFIC OCEAN

T. 27 S.

T. 28 S.

T. 28 S.

T. 29 S.

R. 14 W.

R. 13 W.

COQUILLE RIVER

Slough

Hatchet

Offield Cr.

Lowe Cr.

Parkersburg

Riverton

Alder Cr.

Fat Elk Creek

Cr.

Bud Cr.

Cunningham Creek

COQUILLE

FED AID PROJECT No 94

END OF PROJECT
Sta. 130+90

601+092
140+711

BEGINNING OF PROJECT

FED. AID PROJECT No 82

To be graded & Surfaced

To be regraded and Surfaced.

Sta 218+00

Sta 327+50 = 1
169+50

Beaver Cr.

Riv.

G.C.

LEGEND

COMPLETED IMPROVEMENTS

FEDERAL AID PROJECTS

OTHER ROADS UNIMPROVED

OREGON STATE HIGHWAY DEPARTMENT

SKETCH MAP ACCOMPANYING

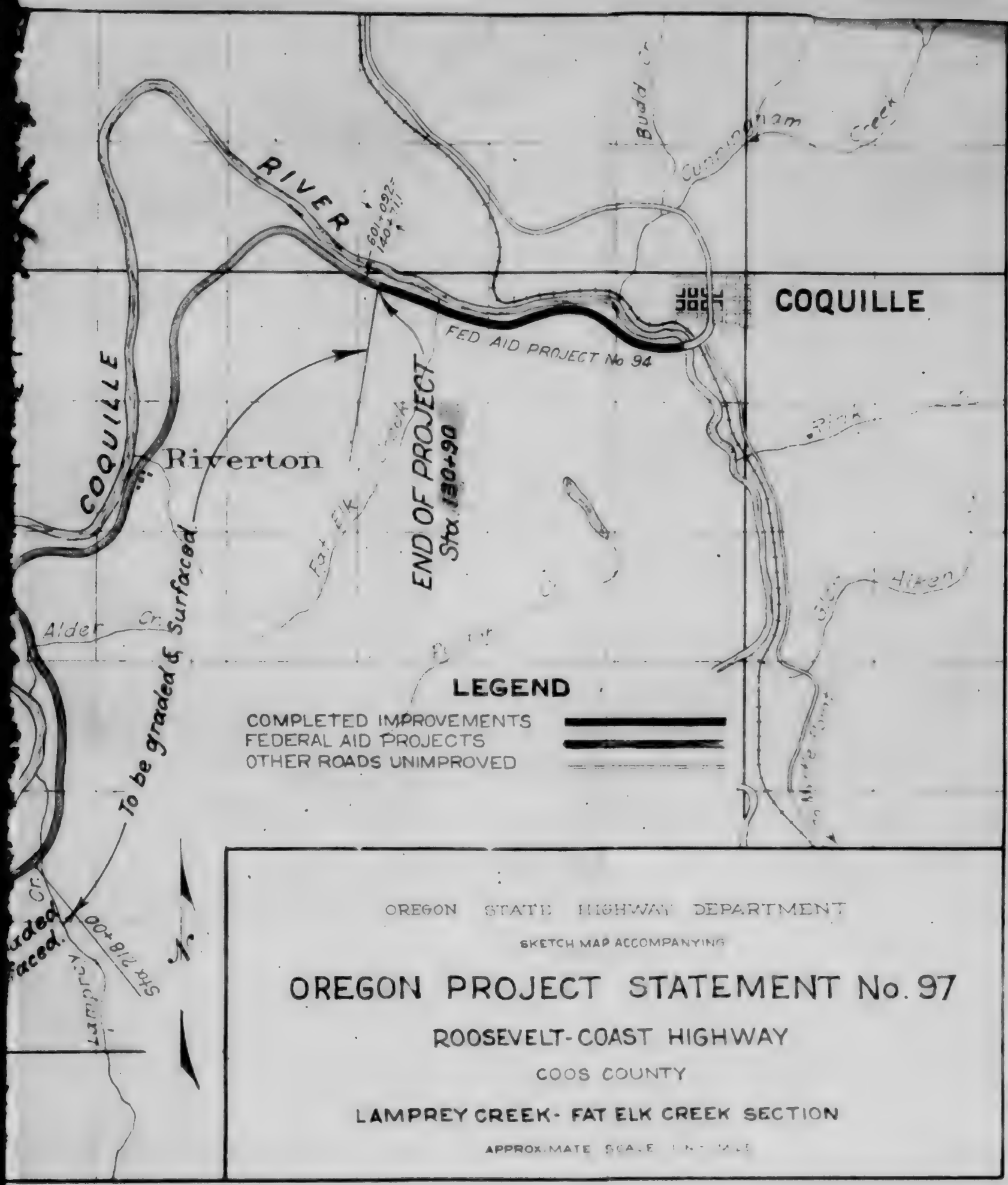
OREGON PROJECT STATEMENT No

ROOSEVELT-COAST HIGHWAY

COOS COUNTY

LAMPREY CREEK- FAT ELK CREEK SECTION

APPROXIMATE SCALE 1" = 2 MI.



OREGON STATE HIGHWAY DEPARTMENT

SKETCH MAP ACCOMPANYING

OREGON PROJECT STATEMENT No. 97

ROOSEVELT-COAST HIGHWAY

COOS COUNTY

LAMPREY CREEK- FAT ELK CREEK SECTION

APPROXIMATE SCALE 1 IN. = 1 MI.

Mr. F. W. Drinkhall,
Resident Engineer,
Bandon, Oregon.

March 19th, 1923.

PR #97

Dear Sir:

In checking over the estimate summaries shown upon the profiles which were submitted by you for the sections of the Coast Highway between Gold Beach and Pistol River and between Bandon and Coquille, we find that your method of including allowances for shrinkage, overbreak, etc., is at variance with our standard practice, and that it has caused us considerable grief.

We request, therefore, that in the future preparation of your profiles, you show the quantities and summaries of quantities in accordance with the following.

1. In the detailed distribution, show the net cross section quantities without allowance for shrinkage or overbreak.

2. In the summary of quantities at the end of the profile, show in the mile columns the sums of the quantities as shown in the detailed distribution without making any addition for shrinkage and overbreak.

3. At the end of the summary, carry a column which is the total of the quantities as shown for each mile, and immediately following this, carry a column showing the quantities allowed for shrinkage, overbreak, contingencies, etc., and after this column carry a column which is the total estimate of the quantities involved in the job.

Compliance with the above requirements makes it possible to tell at a glance exactly what allowance has been made for overbreak and shrinkage. It also gives in the detailed distribution the minimum rather than the maximum quantities, which is particularly important in dealing with subcontractors - subcontractors being inclined to feel that they have not been properly estimated if their quantities are below those shown upon the original profile.

Another suggestion which I desire to make is that you use a softer pencil in the preparation of your maps and other field drawings. We find that as these drawings have previously been prepared, it is practically impossible to

trace them, and our Draftsmen, in preparing tracings, are forced to copy the information on to the tracing paper or tracing cloth, instead of being able to trace this information off direct. The preparing of tracings in this manner requires almost double the time which would otherwise be required, and is much more subject to error and omission.

We ask that you kindly let us have your cooperation in the matters referred to above.

Very truly yours,

HERBERT HUNT
State Highway Engineer

By

Office Engineer

SHP:KR

CONTRACT # 651

PR 98 Agate Beach-Otter Rock 1923

651

#651-218A 2=.7.

CLASS OF SERVICE DESIRED	
TELEGRAM	
DAY LETTER	X
NIGHT MESSAGE	
NIGHT LETTER	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

Form 1217A

NO.	CASH OR CHG
CHECK	
TIME FILED	

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Send the following message, subject to the terms on back hereof, which are hereby agreed to

0998

MAR 2 1926

CURTIS GARDNER
820 GLENN AVE NORTH
PORTLAND OREGON

AFTER REVIEWING AND FULLY CONSIDERING YOUR CLAIMS ON LINCOLN COUNTY CONTRACT INCLUDING TRIP OVER THE JOB BY ONE OF THE MEMBERS AND CAREFUL STUDY OF THE ENGINEERS REPORT THIS COMMISSION FEELS IT IS NECESSARY TO DECLINE YOUR REQUEST FOR ADDITIONAL COMPENSATION ON THIS CONTRACT

OREGON STATE HIGHWAY COMMISSION

which has been borrowed for this job, we will endeavor to close it up as soon as possible so that these charges may be kept to a minimum.

Very truly yours,.

State Highway Engineer.

RAK:HI

cc J. S. Sawyer

99-98

February 16, 1926.

Mr. R. E. Pinney,
Resident Vice-President,
Fidelity and Deposit Company of Maryland,
Gasco Building,
Portland, Oregon.

NOTED
State Highway Engineer

My dear Mr. Pinney:

Receipt is acknowledged of your letter of February 12, relative to the retained percentage on the Hetrick, Cline & Gardner contract, covering the grading of the Agate Beach-Otter Rock Section of the Roosevelt Coast Highway in Lincoln County. In reply, would say that I would like very much to accommodate you in this respect and release part of this retained percentage, but we expect to conclude the whole matter and issue the final estimate so soon that it seems very desirable from our point of view to handle the whole matter as one transaction.

Mr. Gardner presented his claims at the last meeting of the Commission and the engineer has been instructed to file a report at the next meeting of the Commission, which will be held on February 25th. On that date the engineer will file his report and I anticipate that the Commission will take final action on the matter and the final estimate will follow at once, thus it may reasonably be expected that the whole matter will be concluded and the final payment be made very shortly.

Having in mind the interest charges accruing on the amount which has been borrowed for this job, we will endeavor to close it up as soon as possible so that these charges may be kept to a minimum.

Very truly yours,.

to Highway Engineer.

RAK:HI

cc J. S. Sawyer

Klein -

We have
about $6000 to
retransmit.

DEPARTMENT OF OREGON

AND DEPOSIT COMPANY

OF MARYLAND

SURETY BONDS and BURGLARY INSURANCE

Gasco Building

PORTLAND

ORTER

February 12, 1926.

In,
Engineer,

Matter of the Hetrick, Cline & Gardner
r if it would be possible to get $5000.00
still being held by the State released to
s?

Gardner has some matters he wants to work out with the Highway Commission before he sends in his final papers but in the meantime I would appreciate it very much if we could get $5000.00, for we borrowed for Hetrick, Cline & Gardner $5000.00 from the Northwestern National Bank which is costing us interest right along and as the loss in its final analysis falls on us I naturally want to keep it down to the lowest possible figure.

Our notes come up for renewal again on the 17th and as stated I would surely appreciate it very much if it would be possible to get the sum mentioned released.

Very truly yours,

R. E. Pinney,
Res. Vice-President.

REP:EA

DEPARTMENT OF OREGON

FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

FIDELITY *and* SURETY BONDS *and* BURGLARY INSURANCE

Gasco Building

PORTLAND

R.E. PINNEY
Resident Vice-President

CLARENCE D. PORTER
Manager

D.E. GORTON
Special Agent

February 12, 1926.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Roy:

In the Matter of the Hetrick, Cline & Gardner matter I wonder if it would be possible to get $5000.00 of the amount still being held by the State released to us at this time?

Gardner has some matters he wants to work out with the Highway Commission before he sends in his final papers but in the meantime I would appreciate it very much if we could get $5000.00, for we borrowed for Hetrick, Cline & Gardner $5000.00 from the Northwestern National Bank which is costing us interest right along and as the loss in its final analysis falls on us I naturally want to keep it down to the lowest possible figure.

Our notes come up for renewal again on the 17th and as stated I would surely appreciate it very much if it would be possible to get the sum mentioned released.

Very truly yours,

R. E. Pinney,
Res. Vice-President.

REP:EA

OFFICERS
W H REID, President
Dr B E LEMLEY, 1st Vice President
JAMES A. O'NEIL, 2nd Vice President
WALTER F. McDOWELL, Secretary
ANNA E. LANGLOW, Asst Secretary
W.A. HOAGE, Asst Secretary
A NEHAMMER, Treasurer
A J PEASE, Asst Treasurer
B J POTTER, Asst Treasurer

J. T. S LYLE, Counsel
D M BAKER, Field Supt
F B HOLLENBECK, Field Supt
C D THOMAS, Field Supt

THE PACIFIC Saving's Loan ASSOCIATION

Tacoma, Washington

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GEO P. WRIGHT

EXECUTIVE COMMITTEE
W.H REID
JAMES A. O'NEIL
WALTER F. McDOWELL

IN YOUR REPLY
PLEASE MENTION

Newport Oregon,
Dec, 21st '26.

Mr [illegible],
Corvallis Oregon.

Dear Sir;

[illegible] since, I wrote to the late Kiger Co[illegible], concerning our [illegible] at the Trust Company, I have had nothing to do any thing to resolve. [illegible] your letter is all that we have had. It is on that time you have not been informed as to our [illegible]. During present [illegible] volunteered to [illegible] the matter up with the [illegible]. [illegible] there were [illegible] not taking the matter up with the [illegible]. But I have always felt that I could handle my own affairs better than other people could handle them for me. I am disappointed that I have not had any reply to our letter, [illegible] I shall not feel like writing again, as I do.

I realize that you have had a [illegible] on the case, and have had a full explanation from the engineers i.e. it is nothing but fair that we put the matter before you and establish that fact. Prior to that matter. We suffered a big loss, and established that fact. Prior to that it was purely the fault of the engineering department. The first year he went in there, the High[illegible] was laid out, [illegible] the engineering Dept, as laid out the High[illegible] at that time, [illegible] was pleased with the value of [illegible] under the engineers to give more [illegible] than was [illegible]. Will but nothing [illegible]

To say that we are all [illegible] not the way to look at the matter, [illegible] the conditions but we could not interest [illegible] body [illegible] do.

I see that the [illegible] without [illegible] objection. [illegible] such an [illegible] if it is true the [illegible] the people of Oregon could [illegible] not question, the attention [illegible] it.

I want your advice in this matter, just like I would ask my advice if I were in your position, are you in favor of our [illegible] dollars. And if but my very [illegible]

Yours Very Truly
Wester Martin

WHERE THE WEST BEGINS
IN LINCOLN COUNTY OREGON

CONTRACTS
NOTARIED

LESTER MARTIN
REAL ESTATE AND LOANS
ABBEY HOTEL BLDG.
NEWPORT, OREGON

FIRE INSURANCE
LIFE INSURANCE
SICK AND ACCIDENT INSURANCE

NOTED
State Highway Engineer

Jan 1st 1926.

State Highway Commission,
Salem Oregon.

Gentlemen;

Since, I wired you at your Salem office, on Dec 21st, informing you of the loss of some two hundred thousand marketable trout, caused by back water from the Roosevelt Highway Fill at Spencer creek, I have had no communication from your office, except a wire from the engineering department.

in that telegram, I explained the cause of the loss, being the fail ure to make proper openings for the water outlet at this point. I also stated that we expected the Commission to make such changes as is necessary to prevent the same thing from occuring agan. I understand that the engineering department has viewd the situation, with the intention of making the changes, and if such be the facts we are very grateful to the engineering department and to the Commssion,

we stated in that telegram that we expected the Commssion to make proper adjustment in the matter of the loss to us. We have spent a life times savings at this location, in the way of a Trout Hatherry, we have put in day and night to prepare a place on the Roosevelt Highway that would be attractive to the Public, and at the same time, we have thought we were paveing the way to a grub stake some rainey day. hundreds of people have viewd the damage, and bear witness that we had the finest lot of trout in the Sate of Oregon, we believe that the Highway Commssion, will be willing to make proper adjustment of the loss. we doubt if any fair minded man in Oregon would fail to approve of such action on the part of the Commssion.

we are striveing to restock our lakes for 1928, as our trout we could have sold in 1926 are gone. to re-hatch and grow these trout will cost us several thousand dollars. we would like to have some consideration at your hands at an early date.

we propose to you this offer; we will pick a man, and you can pick a man, the two men can select the 3rd man, these men can investigate our loss and view the cause. we will put the cost before the three men, and the value of the trout is easily obtained. and any loss that the three men decide we will accept it seems that this will be fair to both the Commssion and to us.

we would like to be heard in this matter at an early date. as stated above we have invested what money we have in the Hatchery and in the fish we have lost.

RECEIVED
JAN 4 1926
OREGON
STATE HIGHWAY COMMISSION

Yours Very Truly.

Martin and Ryckman,
by Lester Martin

21PM

December 21st, 1925.

Mr. T. A. Rice,
Resident Engineer,
Newport, Oregon.

NOTED
State Highway Engineer

Attention Mr. Farrar

Dear Sir:

Enclosed herewith copy of wire to Martin and Richman today in regard to flood condition at Spencer Creek. You will please make arrangements to take care of this situation by keeping vigilant patrol during heavy storms or threatening weather, or through the office of Martin and Richman, with a view of opening a hole through the highway fill at Spencer Creek large enough to allow the storm water to pass, if necessary.

Yours truly,

J. S. Sawyer,
Division Engineer.

jss/er

enclosure

OG-98

Form 1204

WESTERN UNION TELEGRAM

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all telegrams, is STANDARD TIME.

Received at 437 State Street, Salem, Oregon.

RECEIVED
DEC 21 1925
DIVISION ENGINEER

76PRM 123 BLUE

NEWPORT ORG 135PM DEC 21 25

STATE HIGHWAY COMMISSION

SALEM ORG

FAILURE TO PROVIDE PROPER OUTLET FOR OVERFLOW AT SPENCER CREEK FILL CAUSED THE DESTRUCTION OF SMALL LAKES AND THE LOSS OF APPROXIMATELY TWO HUNDRED THOUSAND BROOK TROUT LAST NIGHT OUTLET AS PROVIDED CARRY ABOUT ONE FOURTH OF THE WATER CAUSING IT TO DAM UP ABOUT FIVE FEET DEEP AND RUN BACK TO THE MAIN CREEK BED AND ACROSS THE HIGHWAY TO OPEN THE HIGHWAY NOW WOULD SAVE SEVERAL THOUSAND DOLLARS WORTH OF TROUT BUT THAT IS UP TO THE COMMISSION WE WILL EXPECT IMMEDIATE PROVISION FOR OUTLET OF WATER AND PROPER SETTLEMENT FOR THE DAMAGE DONE IT IS PURELY A METTER THAT CAN BE TAKEN CARE OF AT SMALL EXPENSE TO THE COMMISSION WE ARE IN NO WAY TO BLAME FOR THE PRESENT LOSS

MARTIN AND RYCKMAN.

247PM

NOTED

Yours truly,

J. S. Sawyer,
Division Engineer.

JSS:LM

cc. S. H. Probert, Office Engineer, Office.

December 16, 1925.

Fidelity & Deposit Company,
Gasco Building,
Portland, Oregon.

Attention Mr. H. E. Pinney, Agent.

Gentlemen:

We have for acknowledgment your letter of December 9th asking for information as to when final payment will be made on the Hetrick Cline & Gardner contract for the construction of the Agate Beach-Otter Rock Section of the Roosevelt Coast Highway in Lincoln County.

Please be advised that the final estimate is all figured up and ready to be paid pending the receipt from Mr. Gardner of a special price agreement on an item involving approximately 1.8 acres of extra clearing which at one time had been agreed to by Hetrick, Cline & Gardner and ourselves at a unit price of $400.00 per acre, but recently through an adjustment was to be made $450.00 per acre.

The final estimate will be mailed out to Hetrick, Cline & Gardner for signature immediately upon receipt of this special price agreement.

Yours truly,

J. S. Sawyer,
Division Engineer.

JSS:LM

cc. S. H. Probert, Office Engineer, Office.

66 #651—21[illegible]

09-98

December 15, 1925.

Healey, Clark & Allen,
508 Panama Building,
Portland, Oregon.

Attention Mr. D. M. Clark.

Gentlemen:

We acknowledge receipt of your letter of the 14th inst. advising us of your claim against Hetrick, Cline & Gardner under subcontract for the construction of a portion of the Otter Rock-Agate Beach Section, state highway contract No. 651.

In reply will say that all monies due or to become due in connection with this contract have been assigned to the surety company. We would suggest that you take the matter of your claim up with the surety company who in this instance is the Fidelity & Deposit Company of Maryland, C. A. Thomassene, Gasco Building, Portland, Oregon, agent.

The bond furnished by Hetrick, Cline & Gardner, on which the Fidelity and Deposit Company are surety, was for the protection of labor and material claims. In the event that you are unable to secure satisfaction from the surety then you shall have recourse to action in the courts; in accordance with Section 2991 of the Oregon laws you are required to file notice of your claim with the Secretary of State in order to hold the surety company responsible, subsequent to the expiration of one year after the date of completion of the contract which in this instance is October 1, 1925.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

66 63

508 Panama Building,
Portland, Oregon.
December 14, 1925.

State Highway Commission,
Salem, Oregon.

Gentlemen:

In 1924 we were working under contract with Hattrick, Klein, and Gardner on the Agate Beach Highway. We did not get a settlement with them.

We were financing ourselves and when we quit we had an estimate of $6,600.00 plus $2,200.00 held back by the State from our previous estimates which they refused to turn over to us. By them holding this money we were unable to pay our bills and I now request that you hold up the settlement with them until this matter is straightened out.

Yours truly,

Healey, Clark, & Allen.

By Dan Clark

DMC/oh

ANSWERED
H B.G

66 #1E1-6402 99-98

December 14, 1925.

Mr. H. G. Wallace,
Attorney,
Prineville, Oregon.

Dear Sir:

We acknowledge receipt of your letter of the 10th inst. recording the claim of your client Mr. A. H. Parkey against Healy, Clark & Allen, subcontractors under Hetrick, Cline & Gardner in connection with the construction of the Roosevelt Coast Highway north of Agate Beach.

In connection with this project Hetrick, Cline & Gardner were required to furnish a bond for the protection of labor and material claims. We have no way of passing upon your claim and we believe that the proper thing would be for you to file copy of this notice with the surety company which is the Fidelity & Deposit Company of Maryland, R. E. Pinney, Agent, Oaseo Building, Portland, Oregon.

In accordance with the terms of Section 2991, Oregon Laws, it will also be necessary for you to file notice of your claim with the Secretary of State prior to the expiration of one year from the date of completion of the project. According to our records the job was completed on October 1, 1925.

We have no record of any claim having been filed by the sub-contractors against the contractors.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

N. G. WALLACE
LAWYER
Prineville, Oregon

December 10, 1925

Mr. Roy A. Klein, Secretary
State Highway Commission
Salem, Oregon

Dear Mr. Klein:

On the 5th day of May, 1924, A. H. Parkey leased a freight truck to Healy, Clark & Allen who held a subcontract under Hatrick, Kline and Gardner on a section of a State Highway north of Agate Beach. The agreement as to rental was $150.00 per month, commencing on the 5th of May, 1924. This truck was, as I understand, used on this job for about three months and the rental has never been paid. It is my information that the original contractor failed on this job and that the contract was taken over by their bondsmen, and that it has been recently completed. I also understand that the subcontractors have a claim against the contractors and that settlement is at this time pending.

Will you please write me the exact status of this contract, whether or not the same has been completed and settlement made, and whether or not there is a possibility of my client, Mr. Parkey, being able to realize anything further out of his truck on this job.

Yours very truly,

NGW:HR

N. G. Wallace

Contract #151 - Otter Rock-Agate Beach
Fidelity Insurance ... of Maryland.
R. E. Pinney, Agent ...
War claim ...
Retained Percent is $5,593.41 - ...
Payments are Assigned to Surety
No Record to above claim.

ANSWERED H.B.O.

651 - 210a
99 98

DEPARTMENT OF OREGON

FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

FIDELITY *and* SURETY BONDS *and* BURGLARY INSURANCE

Gasco Building

PORTLAND

R.E. PINNEY
Resident Vice-President

CLARENCE D. PORTER
Manager

D.E. GORTON
Special Agent

October 30, 1925.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

Acknowledging receipt of yours of the 20th regarding the bill of John Hampshire against Hetrick, Cline & Gardner for $404.55 beg to advise that this amount has been paid today.

Very truly yours,

R. E. Pinney,
Res. Vice-President.

REP:A

October 20, 1925.

Fidelity & Deposit Company of Maryland,
c/o C. A. Thomassene, Agent,
Casco Building,
Portland, Oregon.

Gentlemen:

This letter is to advise you as surety on the bond furnished by Hetrick, Cline & Gardner in connection with their contract for the construction of the Otter Rock-Agate Beach Section that we have today received a notice of the claim of John Hampshire against this company for materials and supplies furnished them in the sum of $404.55.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Claisyer,
Chief Clerk.

RAK:LM

#651-58a 9948

October 20, 1925.

Mr. John Hampshire,
Otter Rock, Oregon.

Attention Mr. M. B. Sheik, Supt.

Dear Sir:

Receipt is acknowledged of your letter of the 14th inst., advising us that Hetrick, Cline & Gardner have not yet paid you for materials and supplies furnished them in the sum of $404.55 for use in connection with their contract for the construction of the Otter Rock-Agate Beach Section.

In reply will say that we have no way of passing on your claim and we would suggest that you file your notice with the surety on the bond furnished by this company which bond was for the purpose of protecting labor and material claims. Should you have difficulty in securing satisfaction from the bonding company then you still have recourse to action in the courts as provided by section 2991, Oregon Laws. The surety on the bond furnished by Hetrick, Cline & Gardner was the Fidelity & Deposit Company of Maryland for whom O. A. Thomassen is Agent. Their office is in the Casco Building, Portland, Oregon.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

JOHN HAMPSHIRE
CONTRACTOR

REPLY TO

Otter Rock, Ore.
Oct.14th.1925

Oregon State Highway Commission
Salem, Oregon.

Gentlemen:

To date we have been unable to collect a bill against Hetrick,Cline & Gardner in the amount of $404.55 for materials and supplies furnished by us for their use on the Agate Beach Section of the Roosevelt Highway in Lincoln County,Oregon.These materials and supplies consist of hay,grain and twelve inch Concrete Culvert Pipe and were purchased from us in the months of July and August 1925.

We have,and will furnish you upon request a receipt of delivery of the above goods signed by Hetrick,Cline & Gardners bookeeper.

We ask that this bill receive your consideration before allowing final payment on their contract.

Yours very truly,

John Hampshire

By J N Hampshire

ASP/MBS

Supt.

Form 20—W&S—436—8-25.

P. 98

ORE. STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Oct 3, 1925

Job Name Alsea-Fisher Creek

Week from Sept. 26 to Oct. 3

Mail Address Waldport, Ore.

Highway Coast Trunk

Telegraph or Telephone Address "

County Lincoln Job Prefix 21 F 1

Express and Freight Address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Foreman Dan - Crew Sept. 28 -

Remove equipment to Alsea - Drive - for Storage

Shed and yard to be off job.

Work finished except small Surfacing -

RECEIVED
OCT 5 1925
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 2

(See back of this sheet for instructions and detailed information.)

Signed [illegible]

Title Div. Engineer

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job 21PA ..... *Percentage* —

Other jobs 21P2 ..... *Percentage* 5

Other jobs 2166 ..... *Percentage* 65

Other jobs 2[illegible] ..... *Percentage* 30

May 18th, 1925.

Mr. J. M. Devers,
Assistant Attorney General,
O f f i c e.

Dear Sir:

Attached hereto you will find copies of letters held by Hetrick, Cline & Gardner, who have the contract for the grading of the Agate Beach-Otter Rock Section of the Roosevelt Coast Highway.

You will note these letters are in the form of easements or permissions to deposit any debris removed from the right of way upon the adjacent property. Will you please advise whether or not these letters are sufficient grounds to base our authority for accepting from the contractor, in lieu of the specified burning and disposing of the logs and debris as the fulfillment of their contract. I don't remember whether I discussed this matter with you before or not, but if not, the history is this:

During the early stages of the contract while Mr. McLeod was still here, the matter was discussed with the contractors, and it was thought then that in case they, the contractors, were able to secure the permission of the property holders adjacent to the highway, that it would be agreeable to the State to dispose of the debris in this manner. It now develops, however, that there is some little opposition to this method - in fact, I think the contractor has deposited debris on properties over which he has no letter of easement, and I am now taking the stand that unless he can come forward with a letter, we will insist that he go out onto these properties and pull the debris back onto the right of way and burn it.

Please advise me in this matter.

Very truly yours,

Division Engineer.

JSS:ER
enclosures

COPY

July - 1924.

Hetrick, Cline & Gardner,
Agate Beach, Oregon.

Gentlemen:

In consideration of Five dollars ($5.00) and certain valuable materials, consisting of logs & poles you are placing on my property adjoining the Roosevelt Coast Highway located in Sec. 17, Tp 10, SR 1 West, Willamette Meridian, in Lincoln County, Oregon, I hereby grant you permission to leave said logs, poles, roots and debree on my property.

(Signed) Bensell Orton

(Signed) W. R. Hall - Witness
(Signed) W. S. Hall - Witness

(Sta. 260/75 - 266/25)

May 2, 1925.

Hetrick, Cline & Gardner,
Agate Beach, Oregon.

Gentlemen:

In consideration of Five dollars ($5.00) and certain valuable materials consisting of logs and poles you are placing on my property adjoining the Roosevelt Coast Highway located in Secs. 17, Tp 10, SR 11 West, Willamette Meridian, in Lincoln County, Oregon. I hereby grant you permission to leave said logs, poles, roots and debres on my property.

(Signed) S. D. Murray

by

Hugh Murray

(Signed) J. M. Howell - Witness
M. A. Murray - Witness

(Sta. 280-294)

COPY

Agate Beach, Oregon.
Aug. 28, 1923.

Hetrick, Cline & Gardner,
Agate Beach, Oregon.

Gentlemen:

Referring to the disposal of logs and debris from the right of way of the Roosevelt Highway, wish to say that we have no objection to your placing same on our property.

It is understood that you will buck the logs not shorter than thirty two feet where it is convenient, and that we will be entitled to any salvage we may derive from these logs when we log our timber adjacent to the Highway.

Yours truly,

(Signed) Multnomah Lumber & Box Co.,
By Fred A. Madigan
Supt.

(Sta. 88/00 - 116/25)
(181/75 - 191/75)
(213/00 - 247/00)

COPY

Apr. 15, 1925.

Hetrick, Cline & Gardner:
Agate Beach, Oregon.

Gentlemen:

In consideration of Two #5 Plows and certain valuable materials consisting of logs & poles, you are placing on our property adjoining the Roosevelt Coast Highway, located in Tp 10 R 11 W, Willamette meridian, in Lincoln County, Oregon. We hereby grant you permission to leave all roots and debris along with said logs and poles on my property.

Signed

(Sd) C. N. James, Co. Judge
Jay W. Dunn, Co. Commissioner
Andrew Kent, Co. Commissioner

Witness -
(Sd) B. M. Derrick
G. H. Horsfall

(Sta. 298/50 - 321/25)
(" 321/25 - 335/50)

May 8th, 1925.

Fidelity and Deposit Company of Maryland,
Hasco Bldg.,
Portland, Oregon.

Attention Mr. R. E. Pinney

Dear Sir:

This will acknowledge receipt of your letter of May 6th, in regard to the Hetrick, Cline & Gardner contract for the Otter Rock-Agate Beach section of the Roosevelt Coast Highway in Lincoln County, together with copy of the letter of May 5th to Mr. Curtis Gardner.

We are pleased to learn that you contemplate the early completion of this work and trust that your new man, Mr. Johnson, will be able to carry on the operations successfully.

With reference to your letter to Mr. Gardner, please refer to the fourth paragraph in which you say that it is to be thoroughly understood between you and Mr. Gardner that Mr. Johnson is to be in complete charge of the work. The latter part of this paragraph seems to instruct Mr. Gardner to take care of the clearing operations.

Are we to understand that this work is also to be under the supervision of Mr. Johnson, or is it divided to the extent that Mr. Johnson is to do only the construction and Mr. Gardner the clearing work?

Please advise us on this matter at your early convenience.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

J. S. Sawyer,
Division Engineer.

JSS:ER
CC to T. A. Rice, R. E., Newport, Oregon.

21 PC 98

March 27, 1925.

Mr. Harry M. Puff,
Attorney at law,
1629 East Thirteenth Street,
Portland, Oregon.

Dear Sir:

This will acknowledge receipt of your letter of March 13th, in regard to the location of the Roosevelt Coast Highway in Lincoln County, more particularly where the same crosses Lot 14, Block 87, Agate Beach, Lincoln County, Oregon.

Have to advise that your client, Mr. Herbert M. Higgins' understanding of the situation as regards Lot 14, is substantially correct. As a matter of fact, the proposed right of way will take an average of about 60 ft. off of the extreme west end of the ~~road~~ lot. However, the reason that Mr. Higgins has not been approached before now in regard to right of way matters, is due to the fact that this section of the highway is not under construction and probably will not be for some little time, it lying just south of the limits of our present Agate Beach to Otter Rock contract.

For your information, will say that all rights of way for state highways are secured by the respective counties in which the highways are located, and before construction work on any given section of the highway is started, the County Court of that County attends to the securing of the right of way. In this case as soon as this section is contemplated for improvement, Mr. Higgins will, no doubt, hear from the County Court in regard to it.

Yours very truly,

ROY A. KLEIN,
State Highway Engineer.

By

J. S. Sawyer,
Division Engineer.

JSS:KR

March 16, 1925.

MEMORANDUM TO MR. SKELLEY:

Does our locating line through Agate Beach (Roosevelt Coast Highway, Lincoln County) cut lot 14, block 27, Town of Agate Beach, as per this letter? If it does, please advise and I will reply to Mr. Huff's letter.

JBS:ER

#651-EIPA 09-98

March 11, 1925.

Mr. L. H. Roylance,
238 E. 49th Street,
Portland, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of the 10th inst. advising us of your claim against Hetrick, Cline & Gardner.

In reply will say that we have no way of passing upon your claim and suggest that you file your notice with the surety on the bond furnished by Hetrick, Cline & Gardner in this instance. The bond furnished by them is for the purpose of protecting labor and material claims and in fact any other just debts, dues and demands incurred in the construction of this project.

In the event that you do not secure satisfaction from the surety company you have recourse to action in the courts as provided by section 2991 of the Oregon laws.

The surety on the bond furnished by Hetrick, Cline & Gardner in this instance is the Fidelity & Deposit Company of Maryland, O. A. Tomassene, local agent, Gasco Building, Portland, Oregon.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

Installa, Oregon,
Mar. 10, 1925.

State Highway Commission
Salem, Oregon.

Gentlemen,

I did some labor contract work also some day labor for Hetrick, Cline & Gardner on the Agate Beach Otter Rock section of the Roosevelt Highway during the Summer of 1923 and have been unable to get a settlement with them. Can I file a claim with the Commission so it would be considered before their final settlement, or what would be the usual procedure in such a case?

Yours truly,
H. Hoylance

Present address
238 E. 42nd St.

ANSWERED
H R.G

99-95.

November 19, 1924.

Fidelity & Deposit Company of Maryland,
c/o Mr. C. A. Tammessons, Agent,
Gasco Building,
Portland, Oregon.

Gentlemen:

Enclosed herewith please find certified copy of notice of the claim which has been filed in the office of the Secretary of State by the Clyde Equipment Company against Hetrick, Cline & Gardner it being in amount $3,974.46 for labor, material and supplies and rental of equipment in connection with their contract for the grading of the Otter Rock-Agate Beach Section. This notice is being forwarded to you at the request of the Secretary of State as you appear as surety on the bond furnished by Hetrick, Cline & Gardner in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM
Encl.

89-98

November 19, 1924.

Hetrick, Oline & Gardner,
Newport, Oregon.

Gentlemen:

Enclosed herewith please find certified copy of notice of claim of the Clyde Equipment Company against yourselves in amount $5,974.46 ; tbeing for furnishing labor, material and supplies and rental of equipment in connection with your contract for the grading of the Otter Rock-Agate Beach Section. This copy is being forwarded to you at the request of the Secretary of State.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. D. Glaisyer,
Chief Clerk.

HDG:LM
Encl.

CC #6514-402a 09-98

Clyde Equipment Co.

November 19, 1924.

Clyde Equipment Company,
17th & Thurman Streets,
Portland, Oregon.

Attention Mr. W. J. Coleman.

Gentlemen:

We beg to acknowledge receipt of your letter of the 11th inst. advising us of your claim against Hetrick, Cline & Gardner in amount $5,974.46.

Please be advised that we are today notifying Hetrick, Cline & Gardner and the Fidelity & Deposit Company of Maryland, of the existence of your claim. We are forwarding certified copies of the notice that you filed in the office of the Secretary of State to the contractor and surety in compliance with the request of the Secretary of State who furnished us certified copies for this purpose.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

DIRECTORS
BETH MARSHALL
JAY SMITH
CHAS. DEVETTE
C. M. RICE
C. A. LUSTER

Clyde Equipment Co.

PORTLAND SEATTLE

CLYDE IRON WORKS
DERRICKS, HOISTING ENGINES
LOGGING MACHINERY

Machinery and Supplies

MARION STEAM SHOVEL CO.
GAS-ELECTRIC-ELECTRIC
AND STEAM SHOVELS

IN REPLY PLEASE REFER TO

CABLE ADDRESS "CECO," SEATTLE

W.J.Coleman

17th and Thurman
Portland, Oregon
R. L. BALZER, Res Mgr

Nov 11, 1924.

N O T I C E

Mr. Roy A. Klein, State Highway Engineer,
Salem, Oregon.

Notice is hereby given, by the undersigned, The Clyde Equipment Company, of Portland, Oregon, that it has a claim for labor, material, supplies and for rental of equipment in the sum of $3,974.46, against the bond taken from Hetrick, Cline & Gardner, Newport, Oregon, principal, by the Fidelity & Deposit Company of Maryland as surety for the work of road construction known as the Otter-Rock - Agate Beach section of the Roosevelt Highway, State of Oregon Highway Contract No. 651.

CLYDE EQUIPMENT COMPANY

By.

COPIES TO

Sam Kozer, Secretary of State
Hetrick Cline & Gardner
Clark Healy & Allen,
Fidelity & Deposit Company of Maryland, City.

C. A. Tomasini
[illegible]

ANSWERED
H B.G.

#651-C-21C.a. 99-95

November 19, 1924.

Mr. Sam A. Koner,
Secretary of State,
B u i l d i n g.

Attention Mr. H. J. Hass, Filing Divis on.

Dear Sir:

Receipt is acknowledged of your letter of the 17th inst. enclosing three certified copies of notice of claim of the Clyde Equipment Company against Hetrick, Cline & Gardner in amount $5,974.46 for labor, material and supplies furnished in connection with their contract for the grading of the Otter Rock-Agate Beach Section of the Roosevelt Coast Highway, highway contract No. 651.

Complying with your request we are today forwarding copies of this notice to the contractor and surety on the bond furnished by him in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

C. N. LAUGHRIGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

November 17, 1924.

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received and filed as of this date a notice of claim by Clyde Equipment Company for labor, material, supplies and for rental of equipment, in the sum of $3,974.46, against the bond taken from Hetrick, Cline & Gardner, Newport, Oregon, principal, by the Fidelity & Deposit Company of Maryland as surety for the work or road construction known as the Otter-Rock-Agate Beach section of the Roosevelt Highway, State of Oregon Highway Contract No. 651.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

FILING DIVISION,

By M. J. Shaw

ANSWERED
H. B. G

B.

Officers
Seth Marshall, President
Jay Smith, Vice President
Chas. Deyette, Vice President
W. H. McVay, Treasurer
R. L. Balzer, Secretary
C. M. Rice, Asst. Secretary

Directors
Seth Marshall
Jay Smith
Chas. Deyette
C. M. Rice
C. A. Luster

CLYDE EQUIPMENT CO.
Portland Seattle

Clyde Iron Works
Derricks, Hoisting Engines
Logging Machinery

Machinery and Supplies

Marion Steam Shovel Co.
Gas-Electric-Electric
and Steam Shovels
Cable Address "Ceco," Seattle

In reply please refer to
W. J. Coleman

17th and Thurman
Portland, Oregon
R.L.Balzer, Res.Mgr

Nov 11, 1924.

N O T I C E

Sam Kozer, Secretary of State,

Salem, Oregon.

Notice is hereby given, by the undersigned, The Clyde Equipment Company, of Portland, Oregon, that it has a claim for labor, material, supplies and for rental of equipment, in the sum of $3,974.46, against the bond taken from Hetrick, Cline & Gardner, Newport, Oregon, principal, by the Fidelity & Deposit Company of Maryland as surety for the work or road construction known as the Otter-Rock-Agate Beach section of the Roosevelt Highway, State of Oregon Highway Contract No. 651.

CLYDE EQUIPMENT COMPANY

By. W. J. Coleman

COPIES TO:

Hetrick Cline & Gardner,
Clark Healy & Allen
Sam Kozer, Secretary of State
Fidelity & Deposit Company of Maryland, Gasco Bldg., City.

ENDORSED:
File No. 445
Filed Nov. 17, 1924, SAM A. KOZER, Secretary of State.

B.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim of Clyde Equipment Company for labor, material, supplies and for rental of equipment in the sum of $3,974.46, against the bond taken from Hetrick, Cline & Gardner, Newport, Oregon, principal, by the Fidelity & Deposit Company of Maryland as surety for the work or road construction known as the Otter-Rock-Agate Beach section of the Roosevelt Highway, State of Oregon Highway Contract No. 651, with the original notice of claim filed in the office of the Secretary of State on November 17, 1924, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with the endorsements thereon.

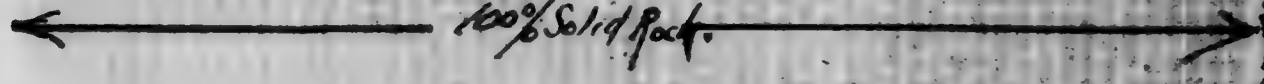
In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 17th day of November, A. D. 1924.

Sam A. Kozer
Secretary of State.

By [illegible]
Deputy.

Classification - Ophiuroidea by T. A. Rice.


100% Solid Rock.

75% Corn
25% Lt.

50% Com.
30% Int.
20% Solid Rock

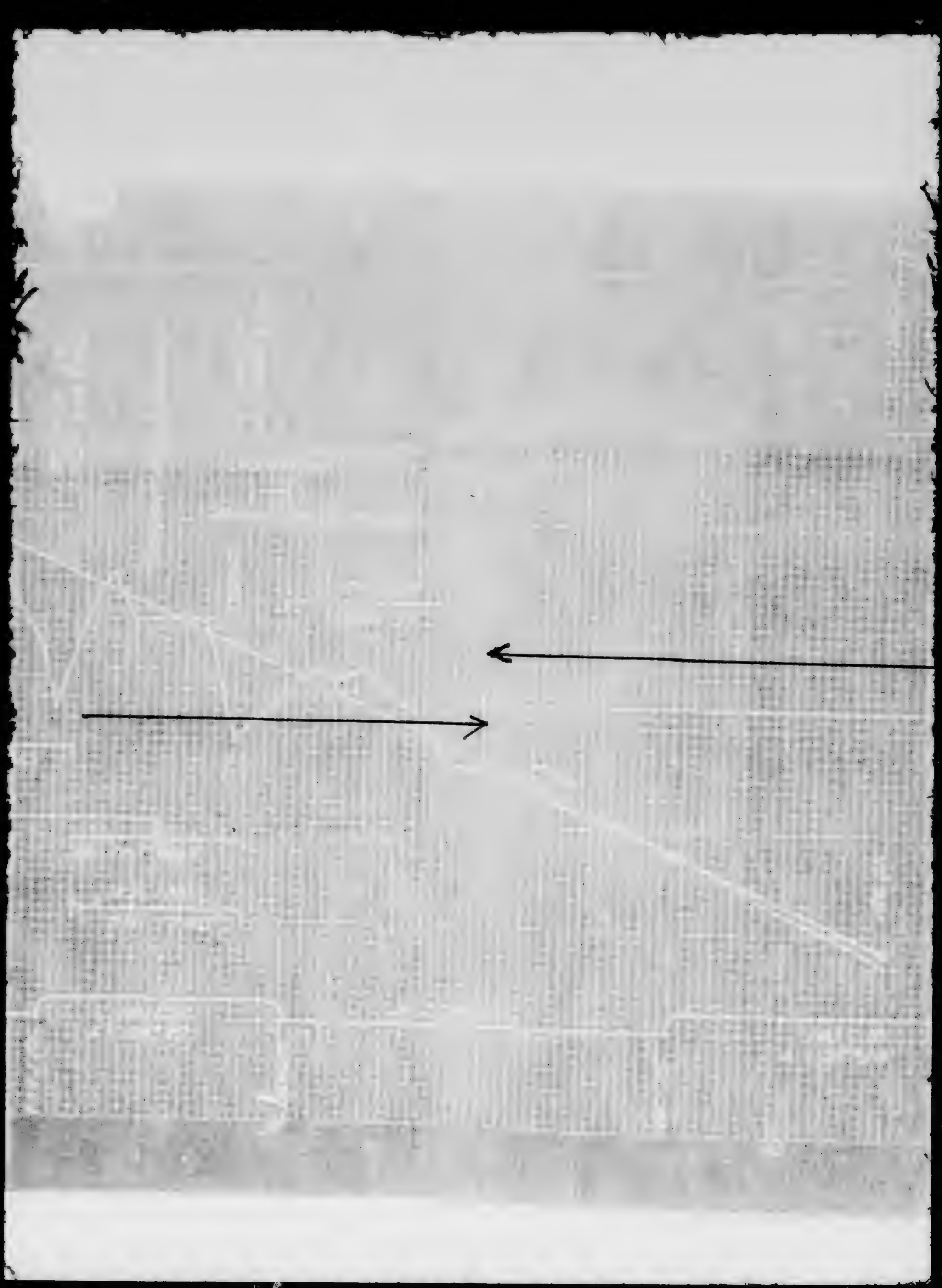
10% Com.
30% Int.
60% Solid Rock

50% Com.
30% Int.
20% Solid Rock

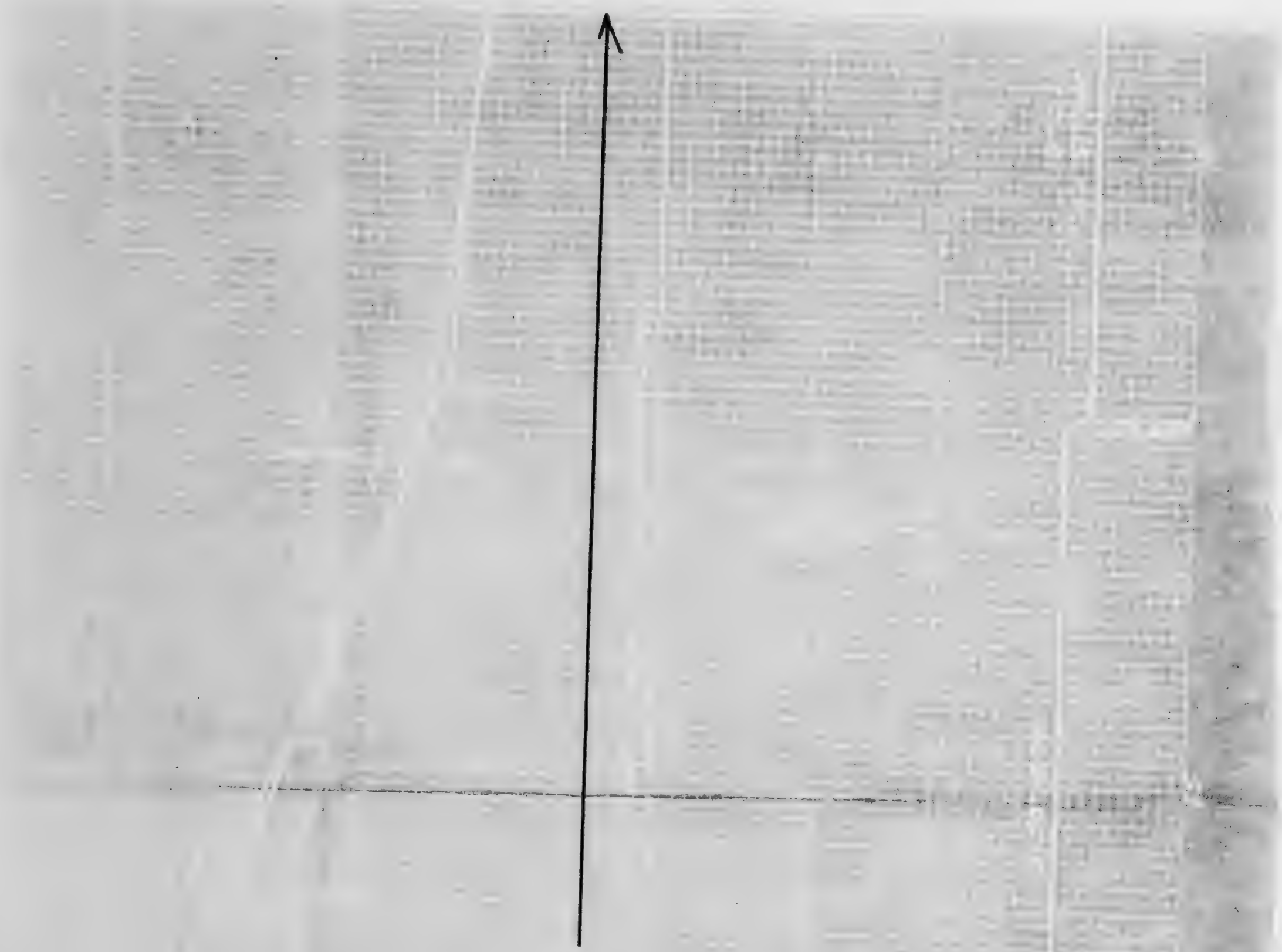
70% Con.

30% Int.

80% Com.
20% Ind.



90% Com.
10% Int.



ALLAMEDA
WINTHROP

July 22, 1924.

Eugene Concrete Pipe Company,
Eugene, Oregon.

Attention Mr. W. C. Hall, President.

Gentlemen:

In reply to your letter of the 19th inst. requesting the financial ability of the firm of Hetrick, Cline & Gardner, will say that in connection with this contract Hetrick, Cline & Gardner furnished a bond which was for the purpose of protecting all labor and material claims and all other just dues and debts which may be incurred in the construction of that particular contract.

This bond is a surety bond and is in full force and effect for a period of one year after the date of completion of the contract. In the event that you have touble in securing satisfaction from Hetrick, Cline & Gardner would suggest that you place the matter in the hands of the surety company which in this instance is the Fidelity & Deposit Company of Maryland, C. A. Tomassene, Casco Building, Portland, Oregon.

For your further information will say that the surety company are very much interested in this contract and are at the present time working in cooperation with the contractor to see that the contract is completed in a satisfactory manner.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

HB G:LM

...AND OTHER CAUSES BEYOND OUR CONTROL. PRICES SUBJECT TO CHANGE WITHOUT NOTICE. ADDRESS COMMUNICATIONS TO THE COMPANY

...RETARY
...E, TREASURER

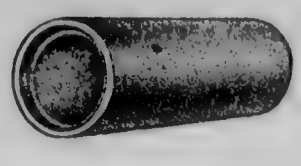
"Concrete Pipe for Permanence"

ESTABLISHED 1912

OFFICE AND PLANT
FIRST - BLAIR - SECOND - VANBUREN STS.
PHONE 903

EUGENE
CONCRETE PIPE COMPANY

INCORPORATED



DRAIN TILE, SEWER PIPE, IRRIGATION PIPE,
CULVERT PIPE, GRAVITY WATER SYSTEMS,
McINTYRE HOLLOW WALL TILE,
SHOPE FACE BRICK, BLOCKS,
VAULTS AND SEPTIC TANKS

EUGENE, OREGON July 19 1924.

Mr. Roy A. Klein,
Oregon State Highway Engineer,
Salem, Oregon,

Dear Sir:-

We wish to inquire concerning the financial ability of the firm of Hetrick, Cline & Gardner who are contractors on a highway job north of Newport. The are owing us considerable money for culvert pipe and seem to be pretty slow in paying, not always keeping their appointments in this respect.

We would also like to know who their bondsmen are so as to provide against default of their payments to us, should this occur.

Very truly yours,

EUGENE CONCRETE PIPE CO.,

Per W. H. Hall.

President.

Ansd. 7 Aug. 24 H. B. C.

Received & Copied C & T Maryland C. A. Timmons, agent Farmers; Portland

All estimates have been examined to date

MBB

#65 00 16 a. 00 99-98

July 16, 1924.

Mr. E. A. Collier,
Resident Engineer,
Albany, Oregon.

Dear Sir:

We wish to acknowledge receipt of yours of the 14th inst. enclosing the claim of Wickiser Brothers of Albany against Healy, Clark and Allen for furnishing hay in connection with the construction of the Agate Beach-Otter Rock Section.

Pursuant to our practice in matters of this kind we are today notifying the surety company and [redacted], Hetrick, Cline & Gardner, the original contractors, of the existence of this claim. This is for your information in the event that you desire to communicate the same to Wickiser Brothers.

In the event that they do not secure satisfaction from either Hetrick, Cline & Gardner or the surety company, which in this instance is the Fidelity & Deposit Company of Maryland, C. A. Tennessens, Oasco Building, Portland, Oregon, they still have recourse to action through the courts under the provisions of Section 2291, Oregon Laws, copy of which is enclosed herewith.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM
Encl.

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

Albany. Oregon July 14 1924

Mr J S Sawyer

Division Engineer State Highway

Salem Oregon

Dear Sir;

Wickizer Bros of Albany sold a carload of hay on April 1 1924 to Healy, Clark and Allen for $208.92 to be used on the Agate Beach Section and have been unable to get the pay for it. Herewith enclose bill for the hay.

Wickizer has shown me letters promising to pay so there is no dispute as to quality or price.

Please advise what action they should take to protect the account and get the money as soon as possible.

Yours Truly

Resident Engineer

ANSWERED
H. B. G.

OREGON

COMMISSIONERS

192 4

Healy, Clark & Allen
by D. M. Clark
Newport Ore

In account with

PALACE FEED BARN

WIGKIZER BROS.

T. J. Robinson, Prop.

129 NORTH FERRY ST.

ALBANY - OREGON

Ferry and Water Sts. Phone 184-J

4-1-24 1 Ton 820 lb.
baled cheat Hay 20892

OR

Pg 78

July 16, 1924.

...advise you that we have received a claim
...bany, Ore on, in amount $208.92, it being
...ed Healy, Clark & Allen in 1924 to be used
...ter Rock-Agate Beach Section,
...state that they have been unable to make

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. E. Claiyer,
Chief Clerk.

July 16, 1924.

Hotrlak, Cline & Gardner,
718 N. Yamhill Street,
Portland, Oregon.

Gentlemen:

This letter is to advise you that we have received a claim from Wickiser Brothers of Albany, Oregon, in amount $208.92, it being for a car load of hay furnished Healy, Clark & Allen in 1924 to be used in the construction of the Otter Rock-Agate Beach Section.

Wickiser Brothers state that they have been unable to make collection of this account.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

June 17, 1924.

Anderson & Middleton Lumber Co.,
Cottage Grove, Oregon.

Attention Mr. B. F. Johnson,
Resident Manager.

Gentlemen:

Receipt is acknowledged of your letter of the 16th inst. advising us of your claim in amount $826.46 against Hetrick, Cline & Gardner, it being your claim for lumber furnished to them in connection with their contract for the grading of the Agate Beach-Otter Rock Section of the Roosevelt Coast Highway in Lincoln County.

In reply to your inquiry as to whether or not we will be able to withhold monies due the contractor for your benefit in the settlement of this claim, will say that we are not in a position to do this without the request comes from the contractors with the consent of the surety. In the event that you can secure an assignment of this kind covering the whole or one estimate, we will be pleased to honor it.

Further, in regard to claims against contractors on highway work, please be advised that the bond furnished by the contractor is for the purpose of protecting all labor and material claims against the contractor. In the event that a contractor fails to make proper settlement of claims the claimant can hold the surety on this bond equally responsible for same. In the event that satisfaction is not secured from the surety company then recourse may be had to the courts as provided by section 2991 Oregon laws.

In connection with this particular contract Hetrick, Cline & Gardner furnished a bond the surety on which was the Fidelity & Deposit Company of Maryland, C. A. Tommassene, Agent, Gasco Building, Portland, Oregon.

For your further information will say that investigation shows that all future payments to Hetrick, Cline & Gardner have been assigned to the surety.

We trust we have satisfactorily answered your letter, if not kindly advise.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By
H. B. Gleisner,
Chief Clerk.

HBG:LM

...INGENT UPON STRIKES, ACCIDENTS AND OTHER MANUFACTU... CONTINGENCIES

DIRECTORS:
A.W. MIDDLETON
S.F. JOHNSON
W.H. ABEL

Anderson & Middleton Lumber Co.

OF OREGON

MANUFACTURERS AND DEALERS IN

FIR, SPRUCE, CEDAR AND HEMLOCK LUMBER.

CARGO AND CAR ORDERS SOLICITED.

Cottage Grove, Ore.

June 16, 1924.

RECEIVED
JUN 17 1924
STATE ...

State Highway Department,
Salem,
Oregon.

Gentlemen:

We are materialmen of Hetrick, Cline and Gradner for whom we furnished lumber used in construction of State Road No. 228 at or near Newport, Oregon. We furnished them two carloads of lumber, one in December 1923 and the other during March, 1924. The bill is for $826.46, none of which has been paid.

We are informed that an estimate of monthly work will be made up by your department on June 20th, which amount is payable July 10th to the contractors.

You can appreciate that we desire to protect ourselves in this lumber sale. If the contractor has been or is entitled to a payment wherein our material has entered as a credit to him on work done we feel that we should be reimbursed therefor by the contractor. We have appealed to, or rather advised the surety, the Fidelity Deposit Co. of Maryland of the condition and while they admit their advent into the contract to the extent of naming a superintendent on the job, they seem reticent about making any arrangement to secure the accounts. We are therefore writing your department and will thank you to advise us whether or not you are able to and disposed to withhold for our benefit on the estimates made.

Very truly yours,

R. T. Johnson

Resident Manager.

ANSWERED
H. B. G.

PR #98

June 14th, 1924.

Mr. R. E. Pinney,
Gasco Building,
Portland, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of June 13th, requesting a release of a part of the retained percentage in connection with the Hetrick, Cline & Gardner contract, at such time as the amount of completed work equals fifty per cent of the contract price.

It is not customary for us to make any release of retained percentage until all work to be done under the contract is completed, or practically so, and we are quite sure that the Highway Commission would not consider the releasing, at this time, of any part of the percentage retained in connection with the above mentioned contract.

We are wondering if you have not misinterpreted the clause on page 17 of the contract form which relates to the amounts to be retained in the making of partial payments. If you will read this clause carefully, you will find that the changing the amount to be retained from fifteen per cent of the value of completed work to seven and one-half per cent of the total contract price at the time the work is fifty per cent completed does not involve any release of percentage, but simply results in the retained percentage remaining constant from and after the time that the work is one-half done. The provision made in this clause will operate as soon as the value of completed work equals fifty per cent of the contract price, and from and after that time, there will be no increase in the amount retained, but same will be held constant until the job is completed.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer

SHP:TW

DEPARTMENT OF OREGON

FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

FIDELITY *and* SURETY BONDS *and* BURGLARY INSURANCE

Gasco Building

PORTLAND June 13, 1924.

R.E. PINNEY, *Resident Vice-President*
CLARENCE D. PORTER, *Manager*
D.E. GORTON, *Special Agent*

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

My dear Mr. Klein:-

When I was in your office the other day I neglected to take up with you one thing which I intended to. I wanted to ask if it would be possible when your resident engineer's estimates on the Hetrick, Cline & Gardner contract show that fifty per cent has been completed, to have half of the then retained percentage released and also to have the retained from that time on reduced to seven and one-half per cent.

I believe your resident engineer's report will show that very good progress is being made now and that there is no question but that the contract will be entirely completed during the month of September.

Our contractors have had quite a financial burden to carry and right now have a lot and we are helping them out and if we could get some of the retained percentages released it would be a big help all around. If this can be done I will, of course, have a regular application made to you by the contractors for a release and we will give our consent thereto.

Very truly yours,

R. E. PINNEY
Resident Vice-President

REP-K

ANSWERED
S. H. Probert

0998

June 10, 1924.

Lang & Company,
Portland, Oregon.

Attention Mr. C. W. Hastings,
Credit Department.

Gentlemen:

Receipt is acknowledged of your letter of the 9th inst. requesting information concerning the highway contract held by Hetrick, Cline & Gardner at Newport.

In reply will say that this contract which covers the grading of 5.75 miles of the Roosevelt Coast Highway between Otter Rock and Agate Beach, was awarded to the above mentioned contractors on March 27, 1923. Work has not yet been completed and present indications are that it will not be completed until late in the year.

In order to insure the satisfactory completion of the project and further that all labor and material claims in connection therewith would be satisfied the contractors were required to furnish a bond in an amount equal to one-half the contract price which in this instance amounted to $90,540.25. This bond was underwritten by the Fidelity & Deposit Company of Maryland, C. A. Tommassone, Agent, Osco Building, Portland, Oregon.

In the event that you have difficulty in collecting the amount of your account from Hetrick, Cline & Gardner would suggest that you take the matter up with the agent for the surety company as they are equally responsible for claims in connection with this work. In the event that you do not receive satisfaction from the surety company you still have recourse to action in the courts as provided by law. In order to hold the surety company liable, however, your claim should be filed with the Secretary of State prior to the expiration of one year after the date of completion of the contract.

We note in your letter that you state that Dooley & Company were underwriters on this bond. It is believed that Mr. C. A. Tommassone is connected with this firm.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By
H. B. Glaisyer,
Chief Clerk.

HBG:LM

Lang & Co.

CREDIT DEPARTMENT

WHOLESALE GROCERS

COFFEE ROASTERS MANUFACTURERS
TOBACCONISTS

Portland, Oregon

June 9,1924
Dist. June 7.

State Highway Commission,
Salem, Oregon.

Re: Hetrick-Cline & Gardner, Contrs.
Newport,Ore.

Gentlemen:-

Understanding that the above concern has a contract for a section of the Roosevelt Coast Highway under contract with the Oregon State Commission, will you kindly give us a brief synopsis of the contract, stating whether or not any goods shipped to the above concern would be covered by the bond which we understand was underwritten by the firm of Dooley & Company, this city.

Thanking you for a prompt reply, we remain,

Yours very truly,

LANG & CO.

Credit Department.

CWH'C

ANSWERED
H. B. O.

June 3, 1924.

E. I. de Pont de Nemours & Company,
Hoge Building,
Seattle, Washington.

Attention Mr. T. E. Doremus, Mgr.

Gentlemen:

In reply to your letter of the 21st ult. regarding the status of the Hetrick, Cline & Gardner contract for the construction of the Otter Rock-Agate Beach Section, will say that this project is practically 50% complete at the present time.

The original date of completion of this project was October 13, 1924; however, it is not likely that the work will be completed at that time. It will probably be nearer the first of the year. We are unable at this time to give you any definite idea as to when it will be completed.

Our retained percentage in connection with this work amounts to $12,872.99. The surety on the bond furnished in this instance is the Fidelity & Deposit Company of Maryland, C. A. Tommeraasen, Agent, Casco Building, Portland, Oregon.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

DU PONT
ESTABLISHED 1802

E. I. DU PONT DE NEMOURS & COMPANY
INCORPORATED
HOGE BUILDING
SEATTLE, WASHINGTON

EXPLOSIVES DEPARTMENT

May 21, 1924.

Oregon State Highway Commission,
Salem,
Oregon.

Gentlemen: Hetrick, Cline & Gardner Contract #651 - Otter Rock-Agate Beach Sec.

Under date of March 6th you were kind enough to give us some information concerning the above contract and we would appreciate it very much if you would let us know if there has been any change in the date of the completion of this contract.

We would also appreciate your advising us the name of the surety company and what the retained percentage held back by the State amounts to at this time.

Yours very truly,

ANSWERED
H B.G.

I. E. Doremus

MANAGER

FAF:O

Completion date = Oct-31-1924
Total Amt to Date-20-1924-$72946.96
Obtained: $12,872.99
47% Complete
Surety = Fidelity & Dept Co. Maryland. C.A Thomas agent
Atty.

PQ-98

May 15th, 1924.

Burton McPhee,
General Superintendent,
Mult. Lbr. & Box Company,
Agate Beach, Oregon.

Subject: Hetrick, Cline and Gardner.

My dear Sir:

We beg to acknowledge receipt of your favor of May 9th, in reference to the lack of judgment in connection with the blasting of stumps, etcetera, on the part of the contractors, Hetrick, Cline and Gardner, who have the Agate Beach-Otter Rock Section of the Roosevelt Coast Highway contract.

On my last trip to the work, the writer personally mentioned to the contractors the urgent necessity for being very careful with their burning in order not to allow fire to get away from them, and we will today write them with reference to the shooting and insist that they use more care and judgment in the future in order to protect your property and others.

The writer expects to visit this job again the latter part of this week or first of next, at which time he will also take up this matter with the contractors personally.

Thanking you for your hearty cooperation and assistance in the construction of this very necessary link in the Roosevelt Highway, we are

Yours truly,

ROY A. KLEIN,
State Highway Engineer.

NOTED
R.A.K.

By

Division Engineer.

JSS:ER

May 15, 1924.

NOTED
R.A.K.

Hetrick, Cline & Gardner,
Agate Beach, Oregon.

Gentlemen:

We are advised that you have had another accident in connection with the blasting of stumps on your right-of-way clearing operations at the Multnomah Lumber and Box Company's camp, the report being that a larg stump or root was thrown through the roof of a kitchen.

Accidents of this nature are, of course, liable to happen to anyone using powder, but when they happen frequently, it seems that steps should be taken immediately to control your shooting operations to the extent that adjacent property is not injured and life and limb endangered, and we must insist that these precautions be taken.

Yours truly,

ROY A. KLEIN,
State Highway Engineer.

By

Division Engineer.

JSS:ER

PC 95

MULTNOMAH LUMBER AND BOX CO.

AND

AFFILIATED COMPANIES

INTER-COMPANY CORRESPONDENCE

ANSWERED
J. S. SAWYER

Agate Beach, Oregon, May 9, 1924.

TO State Highway Commission

FROM Berton McPhee, Supt.,
Multnomah Lumber & Box Co.,

SUBJECT Hetrick, Gardner & Cline.

REFERRED TO
R. A. K.

Gentlemen:

We regret very much that the time has come when as a matter of protection to life and property we feel justified in entering a complaint against contractors Hetrick, Gardner & Cline who are operating on the Roosevelt Highway in the immediate vicinity of our camps.

It seems that from the lack of equipment to properly clear their right of way preparitory for steam shovel work they resort to powder exclusively. The lack of judgement or an inexperienced powder man has caused us considerable worry and damage and has gotten to the point where it is unbearable.

In one instance a stump was blown through our commisary and wrecked the place completely. At the same time several holes were blown through the roof of the cook house and scattered large chunks of mud over the dishes and tables. Since that time one of our bunk houses has been wrecked. Yesterday the writer, his wife and a laborer were nearly killed by a stump at a distance of nearly 300 feet from where the shot was set off.

During my absence from the camp yesterday afternoon our kitchen was completely wrecked including a $450.00 range.

Yesterday morning after having a very close call I went on the work and asked them not to put in any more shots like that. As an answer to my request our kitchen was wrecked.

I take this opportunity inform you of the facts as they exist with the view that you might in some way improve the situation. I wish to say further that we have been in a position to help the work along in many ways and we have done so at every oportunity. The writer has these instructions from Mr. Douty and I feel as though I have gone even beyond what I should to help out. All in all we feel that we have been imposed upon and have come to the conclusion that we will adopt a policy and stand pat if we donot get more consideration as to the foregoing.

We wish to state further that the management of the work in question is somewhat careless in connection with burning

of their right of way. Already their fire has gotten away and had it not been for favorable weather in the way of rain no telling what the damage might have been.

Any help you can give us or any suggestions you can make along the above lines will be greatly appreciated.

Assuring you of our strict cooperation, we are,

Yours very truly
Multnomah Lumber & Box Company,

By - E. Burton McRae
General Superintendent.

DEPARTMENT OF OREGON

FIDELITY AND DEPOSIT COMPANY
OF MARYLAND

FIDELITY *and* SURETY BONDS *and* BURGLARY INSURANCE

Gasco Building
PORTLAND April 14, 1924.

NOTED
J. S. SAWYER

R. E. PINNEY
Resident Vice-President
CLARENCE D. PORTER
Manager

REFERRED TO
[illegible]
R. A.

Mr. Roy A. Klein,
Highway Engineer,
Salem, Oregon.

Dear Sir:- he - HETRICK, CLINE & CARLETT

I beg to acknowledge receipt of your favor of recent date and I at once asked Mr. Gardner tocome in to see me that I might go into the matter thoroughly with him. He was in town last Saturday and we spent quite a while together going into the matter pretty thoroughly. Mr. Gardner tells me that he is now personally handling the steam shovel and that he is moving about 5000 yards per month. Mr. Hetrick is working on a drag line system under Sturtemant, subcontractor, and Sturtemant's steam shovel is moving about 4000 yards per month and they believe the drag line will move about 2000.

They took out the 15 H.P. gas engine and substituted one of 35 H.P. so that they are able to handle much more than formerly. He also tells me that the fresnos are moving 150 yds per day when they can work. He has just let a subcontract to the firm of Clark & Healy for 40,000 yards. He states that the clearing is all done but about two acres, - that is the heavy clearing is done, - but there still remains approximately three acres the small brush to clear and the stumps to shoot. He advises that the burning of the brush along the right of way will be done when the weather is just right and that it can be done at a very small expense then.

Their contract has not been a successful one and they have approximately $28,400 cash invested in the job at this time with bills owing of $3872.00, making the job show an investment of $32,300.00. Mr. Gardner figures that he could get cash for his equipment of $11,000 and that there is substantially $4800 of retained percentages so that their loss at this time is in excess of $16,000. He firmly believes that from now on their loss will not be more than it has been, although he does not see how they can possibly pull out even. He is convinced that one-half of the work will be done in June and I judge this is about right from the fact that your letter said substantially 35% was done.

His records show that from February 20th to March 20th under his own management their steam shovel moved 3600 yards, which would earn them $1800.00. The cost of this was $1408.00 but to this Gardner says they must in all fairness add the expense of running the machine on a rental basis of $600 per month, so they lost $200 during the thirty days mentioned.

TO Mr. Roy A. Klein,
Salem, Oregon

I have much faith in Gardner's ability and I believe he will complete the contract although I know it will be at a loss to himself and his partners. He tells me that there is a wrong impression about internal dissention among the partners; that Hetrick voluntarily suggested Gardner should take over the management and that Cline came to Portland last fall where he has had work all winter at $10.00 a day and that it was much better for him to be here at that salary than on the contract.

Mr. Cline's principal value on the contract was his ability to keep the machinery in repair as he is a machinist and there did not seem to be enough of this during the winter to necessitate his remaining there and as I have said the three partners thought it best for him to come to Portland to take the job which was offered him.

I hope within the next thirty days to have our engineer from San Francisco come north and go over this contract with me and it may be that he will have some suggestion which will aid in the work being handled more expeditiously. I assure you it is our desire to work with you and your department as closely as possible to the end that this contract may be completed without any further loss to the contractors and without any loss to us.

In closing I do want to say that Mr. Gardner spoke highly of your engineers on the job. He said that while at times he thought perhaps they should have had little larger estimates yet he felt the engineers were acting in the manner which seemed to them absolutely right and he had no complaint to make.

Very truly yours,

R. O. PINNEY
President Vice-President

REP-K

PW98

April 8, 1924.

Mr. C. A. Tomassens, Agent,
Fidelity & Deposit Company of Maryland,
Gasco Building,
Portland, Oregon.

Dear Sir:

This letter is written to advise you of the fact that very unsatisfactory progress is being made by Hetrick, Cline & Gardner, our contract No. 651, Otter Rock-Agate Beach Section of the Roosevelt Coast Highway in Lincoln County, on which your company is the surety.

This work has been under construction approximately a year and only 24% of the work had been completed on March 20th, the date of our last estimate. The original time limit was November 30, 1923.

The excuse for delayed progress is that last year labor was scarce, which is admitted. This year, however, conditions are different and there is an abundance of labor available on account of the slackness in lumber camps and mills. Up to date this season, the work has not progressed as it should have and we are advised that there is some internal dissension among the members of the contracting firm.

I am calling this to the attention of your company so that proper steps may be taken to expedite this work to the end that the entire project may be completed as early as possible. We are very anxious to let a contract for rock surfacing this section so that it may be traveled next fall, and therefore it is very important to us that the grading be completed early.

Please investigate this matter at the very earliest opportunity and advise me of your findings. It is very important that the work be pushed to the utmost at this season of the year.

Very truly yours,

State Highway Engineer.

RAK:HI

FORM 2 21937 8M-7-23

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

February 15, 1924.

NOTED
J. S. SAWYER

Mr. T. A. Rice,
Resident Engineer,
Newport, Oregon.

PR 98

Dear Sire

We are today in receipt of a letter from Mr. Edwin L. Chaleroft, Superintendent, Siletz, Oregon, advising that the County Court has completed their formal application for right-of-way across the Indian Land, with the exception of furnishing alignment notes across the Trust Land of George Harris, No. 213; Mary Baker, No. 21; and Helen Baker, No. 23. Mr. Chaleroft requests that these notes be furnished to him in quadruplicate at an early date, in order that the papers in the case may be transmitted to the Department of the Interior at Washington, D. C. for approval.

Our files indicate that these notes were forwarded to you on April 6, 1923, so that we are unable to prepare in this office the information requested.

We would suggest that you get in touch with Mr. Chaleroft as soon as may be convenient and endeavor to supply him with such data as he may require.

For your information we are giving you herewith descriptions of the properties mentioned as they appear on the four hundred foot scale map in this office.

George Harris, No. 213 - N. E. Quarter of the S. E. Quarter of Section 8, Township 10 South, Range 11 West, and Lot 3.

Mary Baker, No. 21 - West one-half of the W. one-half of the S. E. Quarter of the N. E. Quarter, and E. one-half of the S. W. Quarter of the N. E. Quarter, and E. one-half of the W. one-half of the S. W. Quarter of the N. E. Quarter, all in Section 17, Township 10 South, Range 11 West.

Helen Baker , No. 23 - W. one-half of the N. E. Quarter of the S. E. Quarter, and the N. W. Quarter of the S. E. Quarter, and Lot 3, all in Section 17, Township 10 South, Range 11 West.

Please advise this office of the action taken in the matter.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

(Dict. by J. W. DeSouza / TW)

CC. Edwin L. Chalcroft, Superintendent, Indian Agency, Siletz, Oregon.

CC. J. S. Sawyer, Division Engineer, Salem.

February 15, 1924.

Mr. T. A. Rice,
Resident Engineer,
Newport, Oregon.

PR 98

Dear Sirs

We are today in receipt of a letter from Mr. Edwin L. Chalcroft, Superintendent, Siletz, Oregon, advising that the County Court has completed their formal application for right-of-way across the Indian Land, with the exception of furnishing alignment notes across the Trust Land of George Harris, No. 213; Mary Baker, No. 21; and Helen Baker, No. 23. Mr. Chalcroft requests that these notes be furnished to him in quadruplicate at an early date, in order that the papers in the case may be transmitted to the Department of the Interior at Washington, D. C. for approval.

Our files indicate that these notes were forwarded to you on April 6, 1923, so that we are unable to prepare in this office the information requested.

We would suggest that you get in touch with Mr. Chalcroft as soon as may be convenient and endeavor to supply him with such data as he may require .

For your information we are giving you herewith descriptions of the properties mentioned as they appear on the four hundred foot scale map in this office.

George Harris, No. 213 - N. E. Quarter of the S. E. Quarter of Section 8, Township 10 South, Range 11 West, and Lot 3.

Mary Baker, No. 21 - West one-half of the W. one-half of the S. E. Quarter of the N. E. Quarter, and E. one-half of the S. W. Quarter of the N. E. Quarter, and E. one-half of the W. one-half of the S. W. Quarter of the N. E. Quarter, all in Section 17, Township 10 South, Range 11 West.

Helen Baker , No. 23 - W. one-half of the N. E. Quarter of the S. E. Quarter, and the N. W. Quarter of the S. E. Quarter, and Lot 3, all in Section 17, Township 10 South, Range 11 West.

Please advise this office of the action taken in the matter.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

(Dict. by J. W. DeSousa / TW)

CC. Edwin L. Chalcroft, Superintendent, Indian Agency, Siletz, Oregon.

CC. J. S. Sawyer, Division Engineer, Salem.

6-1142

DEPARTMENT OF THE INTERIOR

UNITED STATES INDIAN FIELD SERVICE

Siletz, Oregon,

February 12th 1924.

State Highway Engineer,

Salem, Oregon.

3298

My dear Sir:

Referring to our previous correspondance about right-of-way for Otter Rock - Agate Beach Section of the Roosevelt Highway across Indian trust lands, I would advise you that the County Court has just completed their formal application with the exception of furnishing alignment notes, across the trust lands of Helen Baker No. 23, Mary Baker No. 21, and George Harris No. 213. These notes should be furnished in quadruplicate.

I am requesting the notes direct from you because I am informed that they are not on file at Toledo and can be had from your office only.

I would appreciate an early response so the papers in the case maybe transmitted to the Department for approval.

Very respectfully,

Edwin L Chalcraft
Superintendent.

Let to Dist Apr 12 1924

LLC/APC.

RECEIVED
FEB 13 1924

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No.-----

POST OFFICE BUILDING,
PORTLAND, OREG.

February 1, 1924.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We enclose herewith one copy of the estimate which was used as the basis for the modified project agreement covering Oregon 98, Otter Rock-Agate Beach section of the Roosevelt Coast Highway.

Yours very truly,
C. H. PURCELL, District Engineer,

By G. J. McKeown
Acting

RECEIVED
FEB 2 1924

OREGON STATE HIGHWAY DEPARTMENT

PROJECT NO. 98.

Agate Beach-Otter Rock Section of the Roosevelt Coast Highway in Lincoln County.

(Estimate as basis for modified agreement to eliminate surfacing. Based on contract prices.)

Salem, Oregon, October 10, 1935.

All Required		Clearing and Grubbing (60' R of W)		17,000.00
221,000 Cu. Yds.		Excavation, Single Classification	.50	110,500.00
484,000 Sta. Yds.		Overhaul	.05	24,200.00
1,550 Lin. Ft.		12" Culvert Pipe, Plain Concrete	2.40	3,720.00
230	" "	18" " " Reinf. "	4.15	954.50
360	" "	24" " " " "	5.20	1,872.00
140	" "	3' x 3' Cedar Log Culverts	8.00	1,120.00
400	" "	4' x 4' " " "	12.00	4,800.00
154	" "	6' x 6' " " "	18.00	2,772.00
514	" "	8' x 8' " " "	23.00	11,822.00
50	Cu. yds.	Class "C" Concrete	35.00	1,750.00
5.7	Acres	Extra Clearing	100.00	570.00
		Sub-total		$ 181,080.50
		10% Engr. & Cont.		18,108.05
		Total	$	199,188.55

Length of Project 5.726 Miles.

Cost per Mile 34,786.68

State Funds Available 94,167.87

Federal Aid Requested 105.020168
199,188.55

Federal Funds Recommended ——————————(52.72428%)

Jan. 22, 1924.

Hetrick, Cline & Gardner,
Agate Beach, Oregon.

Gentlemen:

We wish at this time to call your attention to the fact that progress on your Agate Beach-Otter Rock contract during 1923 was not at all satisfactory, and also to the fact that there is yet left to do a considerable amount of clearing and grubbing, and also some one hundred and seventy-five thousand yards of excavation.

You no doubt realize that to complete your contract within the working season of 1924, that it is quite necessary that the work be taken firmly in hand and arrangements be made early enough in the season to allow you to make the satisfactory rate of progress. We have figured out a tentative progress schedule on the following basis:

January- - - - - - - - -	0
February- - - - - - - -	4,000 yards
March- - - - - - - - -	15,000 "
April- - - - - - - - -	27,000 "
May- - - - - - - - -	27,000 "
June- - - - - - - - -	27,000 "
July- - - - - - - - -	27,000 "
August- - - - - - - -	27,000 "
September- - - - - - -	23,000 "

which you can see will call for considerably more equipment than the two steam shovels you now have on the work, as under favorable conditions, one steam shovel is only good for from five to eight thousand yards per month.

We will greatly appreciate your early advice as to your plans for expediting this year's work.

Yours truly,

ROY A. KLEIN,
State Highway Engineer.

By

J. S. Sawyer,
Division Engineer.

JSS:ER

CC to Bureau of Public Roads, New P. O. Bldg., Portland, Oregon.

CC to T. A. Rice, Resident Engineer, Newport, Ore.

Jan. 22, 1924.

Hetrick, Cline & Gardner,
Agate Beach, Oregon.

Gentlemen:

We wish at this time to call your attention to the fact that progress on your Agate Beach - Otter Rock contract during 1923 was not entirely satisfactory, and also to the fact that there is yet left to do a considerable amount of clearing and grubbing, and also some one hundred and seventy-five thousand yards of excavation.

You no doubt realize that to complete your contract within the working season of 1924, that is is quite necessary that the work be taken firmly in hand and arrangements be made early enough in the season to allow you to make the satisfactory rate of progress. We have figured out a sort of a tentative progress schedule on the following basis:

January	-	0
February	-	4,000 yards
March	-	13,000 "
April	-	27,000 "
May	-	27,000 "
June	-	27,000 "
July	-	27,000 "
August	-	27,000 "
September	-	27,000 "

which you can see will call for considerably more equipment than the two steam shovels you now have on the work, as under favorable conditions, one steam shovel is only good for from five to eight thousand yards per month.

We will greatly appreciate your early advice as to your plans for this year's work.

Yours truly,

ROY A. KLEIN,
State Highway Engineer.

By

Division Engineer.

CC to C. L. McKesson
CC to T. A. Rice
JSS:ER

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS.
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.....

POST OFFICE BUILDING,
PORTLAND, OREG.

January 14, 1924.

RECEIVED
JAN 15 1924

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The modified project agreement and certificate have been executed covering Oregon 98,) Otter Rock-Agate Beach section. Enclosed herewith is an original copy each of the agreement and certificate for your files.

Yours very truly,
C. H. PURCELL, District Engineer,

By _____
Acting

Oregon Federal Aid Project No. 98.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS by that certain project agreement signed on June 15, 1923, by the State Highway Commission of Oregon, and on May 29, 1923, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 98; and

WHEREAS, the said State Highway Commission has requested approval for a revision of the plans and specifications approved for said project to eliminate therefrom the construction of gravel surface, and by reason thereof has requested that the estimate of cost approved for said project be reduced from $231,693.55 to $199,188.55;

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the plans and specifications approved for said project be revised in the manner above recited, and that the said project agreement be amended as follows:

Paragraph (c) of Article III shall read;

> "(c) The Highway Department hereby agrees that within a reasonable time after the completion of the improvement contemplated under this agreement it will provide a surfacing adequate to meet the traffic requirements, and without Federal Aid."

Article IV. shall read;

> "Article IV. The United States prorata share of the cost of said project shall not in any vent exceed (a) the said sum of one hundred five thousand, twenty and 68/100 dollars ($105,020.68), certified to the Secretary of the Treasury as above mentioned, being less than 61.13673 per cent of one hundred ninety-nine thousand, one hundred eighty-eight and 55/100 dollars ($199,188.55), the approved total estimated cost of said project, nor (b) the said per centum of the value of the labor and materials which shall have been actually put into the construction of said project in conformity to said plans and specifications."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon on the 27th day of November, 1923, and the Secretary of Agriculture on the 19th day of December, 1923.

STATE HIGHWAY COMMISSION OF OREGON

By C. M. Dubey
Chairman, State Highway Commission

By H. B. VanDuzer
Member, State Highway Commission

By W. H. Mcadams
Member, State Highway Commission

Howard M. Gore
Acting Secretary of Agriculture

Form No. PR. 3

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(*Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, as amended by "An Act making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," approved February 28, 1919, and by "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," approved November 9, 1921* (42 Stat., 212).)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between Otter Rock about 10 miles north of Newport and Agate Beach about 4 miles north of Newport

locally known as the Otter Rock-Agate Beach Section of the Roosevelt Coast Highway, Lincoln County and designated in the records of this Department as Project No. 28, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 199,188.55 as the total estimated cost of said project, and the sum of $ 105,020.68 as the share of the United States, payable under said acts on account of such project, which does not exceed 51.15675 per cent of said total estimated cost.

Done in the District of Columbia, this 19th day of December one thousand nine hundred and Twenty-three, as witness my hand and the seal of the Department of Agriculture.

Howard M. Gore

ACTING *Secretary of Agriculture.*

B26

GOVERNMENT PRINTING OFFICE 8—4829

Dec. 29, 1925.

Mr. R. A. Klein,
State Highway Engineer,
O f f i c e.

RJ 98

Dear Sir:

Attached hereto please find application and consent of the surety for an extension of time on the Hetrick, Cline & Gardner contract #651, Otter Rock - Agate Beach Section of the Roosevelt Coast Highway in Lincoln County. Would respectfully recommend that this extension of time be granted without penalty for the reason that the contractors have been unable to secure sufficient labor during the past year to finish the work, and weather conditions this winter have been such that had labor been available, they could have accomplished little or nothing.

Yours truly,

J. S. Sawyer,
Division Engineer.

JSS:MR

Enclosure

FR#98

December 21, 1923.

Mr. John H. Hall,
Wilcox Building,
Portland, Oregon.

Dear Sir:

Reference is made to your letter of December 19th in regard to the right-of-way for the Roosevelt Coast Highway across property in Lincoln County owned by the heirs of Frank A. Knapp.

The section of Highway crossing the Knapp property is what we refer to as the Agate Beach-Otter Rock Section. The rights-of-way for this section were to have been furnished by Lincoln County, and we are advised by the District Attorney of that county that title to same has been legally and by due process of law, obtained.

We have no further information in regard to the matter, so we suggest that any further inquiry that you may wish to make be addressed to the Lincoln County officials.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

SHP:TW

JOHN H. HALL
ATTORNEY AT LAW
WILCOX BUILDING
PORTLAND, OREGON

December 19th, 1923.

State Highway Commission,

Salem, Oregon.

Gentlemen:-

I am requested by Mr. W. H. Hurlburt, administrator with the will annexed of the estate of Frank A. Knapp, deceased, to take up the matter with you of the right of way of what I think is known as the Roosevelt Highway in Lincoln County, Oregon.

This highway was extended through property owned by Mr. F. A. Knapp in his lifetime and which now belongs to his estate and located in Sections Twenty-nine (29) and Thirty (30), Township Ten (10), South, Range Eleven (11), West, of the Willamette Meridian. The highway as located and improved takes in lots and acreage to a total of 7.67 acres exclusive of streets and highways. No rights of way to this property have ever been granted over the premises occupied by the highway and I would appreciate it if you would advise me what the status is and whether or not the Commission proposes to pay a reasonable value for the lands so appropriated.

An early reply will be appreciated.

Very truly yours,

John H. Hall

JHH:Z

ANSWERED
S. H. Probert

SHP
Please think
this thing
out.

NO. 651 - 21 PA.

PP98

December 10, 1928.

Hetrick, Cline & Gardner,
712 Yeonhill Street,
Portland, Oregon.

Gentlemen:

This letter is to advise you that the time limit on your contract No. 651, Otter Rock-Agate Beach Section of Roosevelt-Coast Highway in Lincoln County, expired on November 30th 1928.

It will be necessary for you to make immediate application for further extension of time on this contract so that it will not be necessary to hold up the payment of your estimates. This application must be accompanied by the written endorsement of your surety on the bond furnished in connection with the above contract.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

Chief Clerk.

Dict. by J. McFarland.

August 17, 1923.

FR 98

Wilbur, Beckett & Howell,
Attorneys at Law,
Board of Trade Building,
Portland, Oregon.

Attention Mr. F. C. Howell

Gentlemen:

Complying with your request of the 16th inst., please find enclosed herewith one certified copy of contract and bond in connection with the grading of the Otter Rock-Agate Beach Section of the Roosevelt Coast Highway in Lincoln County, which contract was awarded by the State Highway Commission to Hetrick, Cline & Gardner, March 27th of this year.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

Chief Clerk.

HBG:HI

...PENHEIMER

WILBUR, BECKETT & HOWELL
ATTORNEYS AT LAW
BOARD OF TRADE BUILDING
PORTLAND, OREGON

RECEIVED
AUG 17 1923

Aug. 16, 1923.

State Highway Commission,

Salem, Oregon.

Gentlemen:

We are enclosing herewith affidavit of C. A. Wilson, a subcontractor of Hetrick, Cline & Gardner, for the construction of a portion of the Roosevelt Highway in Lincoln County, Oregon.

The affidavit speaks for itself and we desire a certified copy of the contract of Hetrick, Cline & Gardner and the bond given for the performance of same.

Yours very truly,

FCH/P

WILBUR, BECKETT & HOWELL,

By

STATE OF OREGON)
) SS.
COUNTY OF MULTNOMAH,)

I, C. A. Wilson, being first duly sworn, depose and say that I have a sub-contract with Hetrick, Cline & Gardner, dated May 2, 1923, for all the grading, clearing, grubbing and burning on the Roosevelt Highway beginning at the Otter Rock end and running to but excluding the Spencer Creek Fill in Lincoln County, Oregon, and by reason of such sub-contract, there is due me approximately $414.00 and by reason of further employment there is due me approximately the sum of $250.00; that the said Hetrick, Cline & Gardner have a contract with the said State Highway Commission of Oregon for the construction of said Highway and have placed a bond with the said Highway Commission as required by law.

I make this affidavit for the purpose of securing a copy of said contract of the said State Highway Commission with Hetrick, Cline & Gardner and the bond given for the performance of the same.

C. A. Wilson

Subscribed and sworn to before me
this 16th day of August, 1923.

H. C. Stanville

Notary Public for Oregon,
My commission expires 6-15-24

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No.....

POST OFFICE BUILDING,
PORTLAND, OREG.

AUG 3 1923

August 1, 1923.

NOTED
R.A.K.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The project agreement and certificate have been executed covering Oregon 98, Otter Rock-Agate Beach section of the Roosevelt Coast Highway. Enclosed herewith is an original copy each of the agreement and certificate for your files.

Yours very truly,

C. H. Purcell,
District Engineer.

Form P. R. 2

State ..... Oregon .....

Project No. ..... 98 .....

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

AMENDED FEBRUARY 28, 1919

AND

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

WASHINGTON
GOVERNMENT PRINTING OFFICE
1923

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 13th day of June, 1923

by and between the State Highway Commission of Oregon

....., constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended by act approved February 28, 1919 (40 Stat., 1189), entitled "An Act Making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," and by Act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes":

Whereas the Highway Department of said State submitted on the 5th day of March, 1923, a project statement, which was approved by the Secretary on the 12th day of April, 1923, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 12th day of April, 1923, and approved by the Secretary on the 29th day of May, 1923; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of one hundred five thousand, twenty and 68/100

dollars ($105,020.68) as the share of the United States payable under said act on account of said project, which does not exceed 61.13673 per cent of the total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT.

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(*a*) By the State from sale of bonds authorized by Legislature under Chapter 175, Laws of 1917, and Chapter 31, Laws of 1920

(Include amount, date, and citation of act of legislature by which authorized.)

*(*b*) By the count..... of .....

(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

such funds having been placed under the direct control of the Highway Department by .....

(State how placed under direct control of Highway Department.)

*(*c*) By the count..... of .....

(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

*(*d*) .....

ROAD EMBRACED IN PROJECT.

ARTICLE II. This agreement covers the following road as described in detail in said surveys, plans, and specifications:

Between Otter Rock about 10 miles north of Newport and Agate Beach about 4 miles north of Newport

.....terminal points, a distance of 5.726 miles, known locally as the Otter Rock-Agate Beach Section of the Roosevelt Coast Highway, Lincoln County.

CHARACTER AND METHOD OF CONSTRUCTION.

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.

(*b*) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

(c) By reason of the fact that excessive costs and probable traffic requirements render grading and surfacing of a greater width than that proposed impracticable and unnecessary, and in consideration of the approval of the plans, specifications and estimates for said project by the Secretary of Agriculture, the Highway Department, subject to such limitations as now are or hereafter may be imposed by the laws of the State of Oregon, will increase the width of grading and surfacing on said project, with or without Federal Aid, as soon as traffic requires and funds become available, and in any event will provide for such widening of grading and surfacing if required by the Secretary of Agriculture prior to making request for any addition to the mileage of the Federal Aid Highway (Seven Percent) System approved for the State of Oregon under the provisions of Section 6 of the Federal Highway Act.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT.

ARTICLE IV. The United States pro rata share of the cost of said project shall not in any event exceed (*a*) the said sum of **one hundred five thousand, twenty and 68/100** dollars, certified to the Secretary of the Treasury as above mentioned, being **less than 61.13673** per cent of **two hundred thirty-one thousand, six hundred ninety-threeand 55/100** dollars, the approved total estimated cost of said project, nor (*b*) the said per centum of the value of the labor and materials which shall have been actually put into the construction of said project in conformity to said plans and specifications.

PAYMENTS.

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of the said certified sum, or so much thereof as may be due under the terms hereof, to ..... STRICKEN OUT .....

..... (Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the ..... (State or county.) of ..... (Name.)

(Strike out if not appropriate.)

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to .....

the State Treasurer

..... (Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the **State** (State or county.) of **Oregon** (Name.)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $**10,341.02** per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT.

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: .....

(Include reference to statute authorising

RESOLUTION

In view of the fact that the State Highway Commission was authorized by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways.

IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 237 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties for which a suitable contract will be entered into, will be sufficient to maintain all state roads constructed by the State

per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT.

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor

by said State in the manner herein set forth, to wit: .....
(Include reference to statute authorizing

RESOLUTION

In view of the fact that the State Highway Commission was authorized by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways.

IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 237 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties for which a suitable contract will be entered into, will be sufficient to maintain all state roads constructed by the State Highway Commission or jointly by the Commission and the Federal Department of Agriculture, as provided for in the Federal Aid Road Act, and

BE IT RESOLVED, that the state assumes responsibility to the Federal Government for the proper maintenance of all highways constructed in cooperation with the Federal Government under any federal act providing for cooperative road construction, the state to make whatever arrangements with the various counties it may deem necessary to meet this obligation in accordance with the laws of the state of Oregon and the Federal Aid Road Act, and any other Federal Law that may have been, or may be, enacted to further road improvement in the State of Oregon.

I, Roy A. Klein, duly appointed Secretary for the Oregon State Highway Commission, hereby certify the above resolution was unanimously adopted by the Oregon State Highway Commission, at its regular meeting held at Salem, Oregon, on August 7, 1917, all members being present and voting, and at a special meeting held in Portland on September 25, 1917, a majority being present and voting, when an amendment was made to the original resolution to make it read as above.

ROY A KLEIN

Secretary

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the .....,
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: .....

(Include reference to statute authorizing

.....

funds, probable amount annually available, and how will be placed under direct control of Highway Department.)

.....

*(*b*) By the .....,
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .....

(Include reference to statute authorizing

.....

funds and probable amount annually available.)

.....

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: .....

.....

.....

.....

*(Strike out if not appropriate.)

STRICKEN OUT

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 29th day of May, 1923.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department.)

By W. L. Luby
Chairman, State Highway Commission
(Title of officer.)

By T. B. Baundgren
Member, State Highway Commission
(Title of officer.)

[SEAL.] By W. H. Malone
Member, State Highway Commission
(Title of officer.)

By .....
(Title of officer.)

By .....
(Title of officer.)

[SEAL.] By C. M. Duncan
ACTING Secretary of Agriculture.

Form No. PR. 8

UNITED STATES DEPARTMENT OF AGRICULTURE

OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(*Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, as amended by "An Act making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," approved February 28, 1919, and by "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," approved November 9, 1921* (*42 Stat., 212*).)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between Otter Rock about 10 miles north of Newport and Agate Beach about 4 miles north of Newport locally known as the Otter Rock-Agate Beach Section of the Roosevelt Coast Highway, Lincoln County, and designated in the records of this Department as Project No. 98, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $231,693.55 as the total estimated cost of said project, and the sum of $105,020.68 as the share of the United States, payable under said acts on account of such project, which does not exceed 61.13673 per cent of said total estimated cost.

Done in the District of Columbia, this 29th day of May one thousand nine hundred and Twenty-three, as witness my hand and the seal of the Department of Agriculture.

C. W. Pugsley

ACTING Secretary of Agriculture.

8—4829

OCEAN

June 18, 1923

Hutchinson Lumber Company,
Toledo, Oregon.

PRH 98

Gentlemen:

In reply to your letter of the 15th inst. beg to advise that the contract for the grading of the Otter Rock-Agate Beach Section of the Roosevelt Coast Highway in Lincoln County was awarded to contractors Hetrick, Cline & Gardner 820 Glen Avenue, Portland, Oregon.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Chief Clerk.

RBG:IM

5-1142

REFERRED TO S.H.P. BY R. A. K.

DEPARTMENT OF THE INTERIOR

UNITED STATES INDIAN FIELD SERVICE

Siletz, Oregon,
May 22nd, 1923.

Mr. Roy A. Klein,
State Highway Commissioner,
Salem, Oregon.

RECEIVED MAY 24 1923

Dear Sir:

I have checked up the Indian trust land on that portion of the Roosevelt Coast Highway between Otter Rock and Agate Beach, as indicated by your blue print submitted under date of the 9th, instant, and find the road crosses a number of allotments. The scale of your blue print is rather small consequently I have not marked the allotments on it, but the descriptions given below will enable you to determine the trust land to be considered in connection with the right-of-way.

Helen Baker Allotment No. 23 (Trust)

½ of NE¼ of SE¼; and NW¼ of SE¼; and Lot 3, Sec. 17 Town 10 South Range 11 West.

Mary Baker Allotment No. 21 (Trust)

W½ of W½ of SW¼ of NW¼ and W½ of W½ of SW¼ of NE¼; W½ of SW¼ of NW¼; Section 17 Town 10 South Range 11 West.

George Harris Allotment No. 813 (Trust)

NW¼ of SE¼; and Lot 3 Section 8 Town 10 South Range 11 West.

Dope Spencer Allotment No. 397 (Trust)

SE¼ of NE¼ Sec. 35; and SW¼ of NE¼; and Lot 4 Section 29 Town 9 South Range 11 West.

Alex Spencer Allotment No. 399 (Trust)

Lot 1, and NW¼ of NE¼ Section 32 Town 9 South Range 11 West.

The two allotments, last mentioned, appear to be

North of the unit now located and there are a number of trust allotments scattered along the coast towards the mouth of the Siletz River. Your quotation from "Public Roads Over Indian Lands", published by the Indian Office, Washington, D.C., under date of May 18th, 1914, is correct and right-of-way should be procured before any work is done on trust lands. The County Courts of Counties in which Indian lands are located are competent to make application for right-of-way on forms provided by the Government which can be had from this office. If I can be of further service to you in the matter, please to advise me.

Very respectfully,

Edwin L Chalcraft

Superintendent.

ELC/AP..

Enclosures: Blue Print Returned.

PR#94

RECEIVED
MAY 26 1923
STATE HIGHWAY COMMISSION

To

Newport Ore. May 24, 1923

Mr. R. A. Klein,
State Highway Engineer,
Salem, Ore

Dear Sir:-

Your letter of Mat 22, 1923 relative to Right of Way for the Otter Rock-Agate Beach Section through Multnomah Lumber & Box property.

Attached letter to Judge James of Lincoln County, who will reply direct as to the complaint of the M. L. & B. Co.

Respectfully,

Resident Engineer

Copy to Mr. J. C. McLeod,
Salem, Ore.

May 31, 1923.

P. R. 98

Multnomah Lumber & Box Company,
Portland, Oregon.

Gentlemen:

In reply to your recent letter, relating to the construction of the Coast Highway between Otter Rock and Agate Beach across the holdings of the Multnomah Lumber and Box Company, beg to advise that this matter was taken up with the County Court of Lincoln County and the attached letter from E. B. McCluskey, District Attorney for Lincoln County, has been received, which is forwarded to you for your information.

Very truly yours,

State Highway Engineer.

BAK:HI

...or Lincoln County

G. B. McCLUSKEY
Lawyer
Toledo, Oregon

May 26th, 1923.

COPY

Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Judge James has referred to me the complaint filed with the State Highway Commission by the Multnomah Lumber & Box Company, wherein they complain of the trespass on their property along the railroad right of way north of Newport between Agate Beach and Otter Rock, in the construction of said road.

This matter was taken up with you under date of May 21st, 1923, and you referred the matter to T. A. Rice, resident engineer.

Please be advised in this matter that Lincoln County has secured a right of way for this road, the steps in securing the right of way being as follows:

The Resolution for the establishment of the road was passed by the County Court of Lincoln County, Oregon, on the 14th day of March, 1923;

The County Road master of Lincoln County, Oregon, on the 15th day of March, 1923, posted four copies of this Resolution, three of which were along the route of the proposed road, and were in plain view of the agents and employees of the Multnomah Lumber & Box Co. in their operations in the vicinity;

Affidavit of posting the notices was filed on April 17, 1923, in the office of County Clerk;

On the 17th day of April, 1923, viewers were appointed to view, locate and establish said road and assess damages, if any there be; the viewers qualified as by law required, and proceeded to view out and locate the road; their report was filed on the 27th day of April, 1923. In their report they found that no one was damaged by the construction of the road, and that the road was more of a benefit to all of the land through which it passed, than an injury; the report was read in Open Court on May 8th, 9th and 10th, respectively, and adopted May 10, 1923; no remonstrances or objection to this report was filed by the Multnomah Lumber & Box Company, or by any other person.

All the proceedings had in this matter are regular, and in accordance with the provisions of the law governing such matters, and I am unable to see where the Multnomah Lumber & Box Company has any cause for objection or any right to be heard in objecting to the location of the road at this late date.

Yours truly,

(sgd) G. B. McCLUSKEY

District Attorney
for Lincoln County, Oregon.

Original sent to Multnomah Lumber & Box Co.

GBMc:F

F. NUNN
STATE HIGHWAY ENGINEER

R. A. BOOTH, EUGENE, CHAIRMAN
J. S. YEON, PORTLAND
W. B. BARRATT, HEPPNER
COMMISSION

R. A. KLEIN, SECRETARY AND ASSISTANT ENGINEER

HERBERT NUNN
STATE HIGHWAY ENGINEER

THOMAS A. RICE
RESIDENT ENGINEER

OREGON STATE HIGHWAY COMMISSION

SALEM

To

RECEIVED
MAY 26 1923
STATE HIGHWAY COMMISSION

Newport Ore. May 24, 1923

Mr. R. A. Klein,
State Highway Engineer,
Salem, Ore

PR# ~~100~~ 98

Dear Sir:-

Your letter of Mat 22, 1923 relative to Right of Way for the Otter Rock-Agate Beach Section through Multnomah Lumber & Box property.

Attached letter to Judge James of Lincoln County, who will reply direct as to the complaint of the M.L.&B.Co.

Respectfully,
Thomas A. Rice
Resident Engineer

NOTED
R.A.K.

Copy to Mr. J.C.McLeod,
Salem, Ore.

Copy to Mr. R. A. Klein
State Highway Eng, Salem, Ore

Newport Ore. May 24, 1923

Hon. C. W. James,

Judge - Lincoln County, Oregon

Toledo- Ore.

Dear Sir:-

Attached please find letter from Mr. R. A. Klein, State Highway Engineer, enclosing letter from the Multnomah Lumber & Box Co. relative to Right of Way for Agate Beach - Otter Rock Section which is under contract.

Kindly reply direct to Mr. Klein as to the status of the Right of Way through the Multnomah L & B. Co.

Respectfully

Resident Engineer

May 25, 1923.

PRF 98

Mr. Edwin L. Chaleroft, Supt.,
Siletz Indian Reservation,
Siletz, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of the 22nd inst., giving description of the Indian lands owned under trust allotments which are traversed by the Otter Rock Agate Beach Section of the Roosevelt Coast Highway.

We wish to thank you for your courtesy in this matter, and we are now preparing the necessary tracings and will forward them to the County Court in order that formal application may be made for rights-of-way across these particular portions.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

Dic by J. W. DeSouza
AP

May 9, 1923.

NOTED
R.A.K.

Bureau of Public Roads,
Post Office Building,
Portland, Oregon.

PR 98

Gentlemen:

Reference is made to telephone call of Mr. McKesson yesterday relative to the Indian Reservation status of the Otter Rock-Agate Beach Section, Oregon Project No. 98.

We are taking up this matter with Mr. Edwin L. Chalcraft, Superintendent of the Siletz Indian Agency at Siletz, Oregon, and will advise you as soon as we hear from him.

It was our impression that the status of the Siletz Agency was the same as of the Grande Ronde Agency, viz., that all lands had been allotted and had passed out of government control. If such is not the case, we will immediately take steps to comply with the necessary formalities for the securing of the approval of the Secretary of the Interior.

We might mention that the forest road project between Neskowin and Siletz would appear to come under the same classification, though we have never heard that this point has been raised in connection with that project.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

Dic by J. W. DeSousa
AP

May 9, 1925.

NOTED
R.A.K.

PR#98

Mr. Edwin L. Chaloraft,
Superintendent Siletz Indian Agency,
Siletz, Oregon.

Dear Sir:

This Department is constructing a portion of the Roosevelt Coast Highway between Otter Rock and Agate Beach and the section has been submitted to the Bureau of Public Roads for their cooperation on the work as a Federal aid project.

We are in receipt of advice from the Portland Office of the Bureau of Public Roads to the effect that their Regional Office in San Francisco has questioned the Indian Reservation status of the project and desire full information in this regard.

For your convenience we quote you an extract from a pamphlet entitled "Public Roads over Indian Lands", published by the Office of Indian Affairs, Washington, D. C., May 18, 1914.

> "No public road or highway shall be established or opened across any Indian reservation or any Indian allotment held under a trust or other patent containing restrictions on alienation until an application for permission to open such road or highway shall have been approved by the Secretary of the Interior."

It has been our understanding that the Siletz Reservation had ceased to exist in the same sense as the Grande Ronde Reservation, and the questioning of the project by the Bureau of Public Roads comes as a surprise to us.

In order that the matter may be cleared up, we would appreciate having you advise us of the lands traversed by the project which have been allotted under unrestricted patents, lands allotted under restricted patents and lands, if any, which never have been allotted or never have passed out of control of the government.

For this purpose we are enclosing two blue prints of a sketch map, showing the alignment of the project, only one of which need be returned, and we assure you that your courtesy in this matter will be greatly appreciated.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer .

Dic by J.W.DeSoura
AP
Enclosures 2.

NOTED
R.A.K.

The Bureau of Public Roads,
Post Office Bldg.,
Portland, Oregon.

April 18, 1923.

PH - 98

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for project agreement on the Agate Beach-Otter Rock Section, Oregon Project #98.

In accordance with your request of the 14th inst., we are also enclosing four copies each of drawings Nos. 2022 and 2023, covering cedar culverts.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer

Dict. by Mr. J. W. De Scuza

ER

enc.

NOTED
R. A. K.

The Bureau of Public Roads,
Post Office Bldg.,
Portland, Oregon.

April 18, 1925.

PR - 98

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for project agreement on the Agate Beach-Otter Rock Section, Oregon Project #98.

In accordance with your request of the 14th inst., we are also enclosing four copies each of drawings Nos. 2022 and 2023, covering cedar culverts.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer

Dict. by Mr. J. W. De Scuza
ER
enc.

OREGON STATE HIGHWAY DEPARTMENT — PROJECT NO. 98

Agate Beach—Otter Rock Section of the Roosevelt Coast Highway in Lincoln County.

(Estimate as basis for project agreement. Based on contract prices except surfacing)

Salem, Oregon, April 18, 1923.

All Required		Clearing and Grubbing (60' R of W)		17,000.00
221,000	Cu. Yds.	Excavation, Single Classification	.50	110,500.00
484,000	Sta. Yds.	Overhaul	.05	24,200.00
1,550	Lin. Ft.	12" Culvert Pipe, Plain Concrete	2.40	3,720.00
230	" "	18" " " , Reinf. "	4.15	954.50
360	" "	24" " " , Reinf. "	5.20	1,872.00
140	" "	3' x 3' Cedar Log Culverts	8.00	1,120.00
400	" "	4' x 4' " " "	12.00	4,800.00
154	" "	6' x 6' " " "	18.00	2,772.00
514	" "	8' x 8' " " "	23.00	11,822.00
50	Cu. Yds.	Class "C" Concrete	35.00	1,750.00
5.7	Acres	Extra Clearing	100.00	570.00
Surfacing				
4,500	Cu. Yds.	Surfacing, Top Course	3.40	15,300.00
4,500	" "	Surfacing, Base Course	3.10	13,950.00
1,000	" "	Filler	.30	300.00
		Sub-total		210,630.50
Length of Project 5.726[illegible]/miles		10% Engr. & Cont.		21,063.06
Cost per mile $40,458.84		Total		$ 231,693.56

State Funds Available ~~$126,661.00~~

Federal Aid Requested ~~105,032.56~~ (1923-24 Funds) 126,672.87 / 105,020.68

$ 231,693.56 — 23,693.55

Federal Funds Recommended ~~(45.33350%)~~ 45.32740 %

As P.A. corrected by Washington

OREGON STATE HIGHWAY DEPARTMENT — PROJECT NO. 24

Agate Beach-Otter Rock Section of the Roosevelt Coast Highway in Lincoln County.

(Estimate as basis for project agreement. Based on contract prices except surfacing)

Salem, Oregon, April 10, 1923.

All Required	Clearing and Grubbing (60' R of W)		17,000.00
221,000 Cu. Yds.	Excavation, Single Classification	.50	110,500.00
484,000 Sta. Yds.	Overhaul	.05	24,200.00
1,550 Lin. Ft.	12" Culvert Pipe, Plain Concrete	2.40	3,720.00
230 " "	18" " " , Reinf. "	4.15	954.50
360 " "	24" " " , Reinf. "	5.20	1,872.00
140 " "	3' x 3' Cedar Log Culverts	8.00	1,120.00
400 " "	4' x 4' " " "	12.00	4,800.00
154 " "	6' x 6' " " "	18.00	2,772.00
514 " "	8' x 8' " " "	23.00	11,822.00
50 Cu. Yds.	Class "C" Concrete	35.00	1,750.00
5.7 Acres	Extra Clearing	100.00	570.00
Surfacing			
4,500 Cu. Yds.	Surfacing, Top Course	3.40	15,300.00
4,500 " "	Surfacing, Base Course	3.10	13,950.00
1,000 " "	Filler	.30	300.00
	Sub-total		210,630.50
Length of Project 5.726~~8827~~ miles	10% Engr. & Cont.		~~21,063.05~~
Cost per mile $40,456.84	Total		$ 231,693.55

State Funds Available ~~$126,661.00~~ 126672.87

Federal Aid Requested ~~10%,063.55~~ (1923-24 Funds) 105,020.68

~~$ 231,693.55~~ 231,693.55

As P.A. corrected by Washington

Federal Funds Recommended---------- (~~45.55555%~~) 45.32740%

Form No. 39.

OREGON STATE HIGHWAY DEPARTMENT

198

FIELD ENGINEER'S WEEKLY REPORT

NOTED
R. A. K.

Date Apr. 14, 1923

Job Name Coos & Lane County

Week from Apr. 7 to Apr. 14

Mail Address Toledo, Ore.

Highway Roseburg-Coos Bay Highway

Telegraph or Telephone Address "

County Lincoln Job Prefix 21PA

Express and Freight Address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Party on Location - 7 pm Sunday -

Rain & Fog

RECEIVED
APR 16 1923
OREG...
STATE HIGH...

NOTED
J. C. McLEOD

(See back of this sheet for instructions and detailed information.)

Signed Thomas A. Legg

Title Res. Engineer

GRADING CONSTRUCTION

Total miles of grading on project 5.75

Miles completed

Miles completed except finishing

Miles covered by contractor's forces

Miles cross-sectioned

Miles cross-sections completed and checked

Miles to be remeasured

Number men in Engineering Party 3

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about Nov. 30-1913

ROCK OR GRAVEL SURFACING

Total miles surfacing on project

Miles completed

Miles partially done

Average daily yardage placed this week

Average daily yardage necessary to complete on time

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place

Surfacing will be completed about

Number men in Engineering Party

SURVEYS

Total mileage at section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE.—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project

Miles paving completed

Average daily sq. yds. this week

Miles shoulders completed both sides

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place

Job will be completed about

Number men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem Office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job 216C *Percentage* 80%

Other jobs *Percentage* 20%

Other jobs *Percentage*

Other jobs *Percentage*

The Bureau of Public Roads,
Post Office Bldg.,
Portland, Oregon.

March 21st, 1923.

PR - 98

Gentlemen:

Herewith we are enclosing six copies of estimate and unit price analysis, and four copies of special provisions for surfacing on the Agate Beach-Otter Rock section, Oregon project #98.

Four blue print sets of plans and one set of original cross-sections are today going forward to you under separate cover. If you will return these cross-sections to us after your inspection and approval of the plans, we will be very pleased to ink in the particular sheets and have blue prints made of such sheets as you may desire for your files.

From telephone conversations with your office, we have the impression that you are willing to approve the project upon the basis of the roadbed widths called for on the plans, but that you anticipate some possible objection from the Regional and Washington offices.

In this connection, and as a matter of possible assistance to you in substantiating your approval, we wish to call your attention to the fact that the cost of the project, based upon the present roadbed widths, is appreciably greater than would be required to secure the maximum Government participation per mile. We are willing to concede the right of the Bureau to hold out for wide roadbeds, where the construction and traffic conditions are such as to warrant that type of highway and where the Bureau is cooperating in the full cost. In the present case, however, the limit of Federal cooperation per mile already has been reached and any increased cost would have to be paid by the State. We, therefore, cannot see where the position of the Regional or Washington offices, in requiring a higher standard of construction, could be sustained with any degree of merit.

Very truly yours,

HARRY WOOD
State Highway Engineer

By

Office Engineer

Dict. by J. W. De Souza

HR

cms.

OREGON STATE HIGHWAY DEPARTMENT — PROJECT NO. 96

Agate Beach—Otter Rock Section of the Roosevelt Coast Highway in Lincoln County

(Estimate with plans. Not as basis for project agreement)

Salem, Oregon, March 10, 1933

All Required		Clearing and Grubbing (60' R. of W.)		$ 21,000.00
221,000	Cu. Yds.	Excavation, Single Classification	.50	110,500.00
484,000	Sta. Yds.	Overhaul	.05	24,200.00
1,580	Lin. Ft.	12" Culvert Pipe	2.00	3,100.00
230	"	18" " "	3.00	690.00
360	"	24" " "	5.00	1,800.00
140	"	3' x 3' Cedar Log Culverts	7.00	980.00
400	"	4' x 4' " " "	9.50	3,800.00
154	"	6' x 6' " " "	13.00	2,002.00
514	"	8' x 8' " " "	20.00	10,280.00
50	Cu. Yds.	Class "C" Concrete	40.00	2,000.00
5.7	Acres	Extra Clearing	200.00	1,140.00
4,500	Cu. Yds.	Surfacing, Top Course	3.40	15,300.00
4,500	"	Surfacing, Base Course	3.10	13,950.00
1,000	"	Filler	.30	300.00
		Sub-total		$ 211,042.00
		10% Engr. & Cont.		21,104.20
		Total		$ 232,146.20

Length of project 5.73 miles

Cost per mile $40,373.25

State Funds Available $127,052.16

Federal Aid Requested $105,094.04
$232,146.20

OREGON STATE HIGHWAY DEPARTMENT PROJECT NO. 98

Astoria Junction-Otter Rock Section of the Roosevelt Coast Highway.

In Lincoln County

Analysis of Estimated Surfacing Price

Royalty	$ .05
Quarrying and crushing	1.80
Hauling (3.5 mi. @ .30)	1.05
Preparation of Subgrade	.05
Spreading and Finishing	.25
Mgt. and Overhead	.25
	2.95
15% profit	.30
	$ 3.25

Estimated differential of 30¢/between base course and top course materials.

STANDARD CLAUSES

January 16th, 1922

Preparation of Subgrade:

Before spreading the surfacing materials, the contractor shall, by means of blades, graders, fresnoes, or other suitable equipment, shape up the roadbed, bringing same to uniform crown and grade, with a surface free from ruts, humps and depressions.

The subgrade shall be prepared only a short distance ahead of the surfacing operations, and after having once been prepared, shall be maintained true to crown, grade, and uniform surface until covered.

In no event shall any surfacing materials be placed upon any section of the subgrade which is not, in the opinion of the Engineer, in a condition suitable and satisfactory for surfacing.

Number of Courses and Cross-section:

The number of courses in which the surfacing shall be laid, and the cross-section to which it shall be constructed shall, in general, conform to the specifications in the paragraph below and to the attached or accompanying typical cross-section plan, but these features shall be subject to such changes as may be ordered by the Engineer to take care of varying subgrade conditions.

In general, the surfacing shall be constructed in two courses of approximately equal average thicknesses. The top course shall entirely cover and overlap the bottom course as indicated in the typical cross-section plan. The finished surfacing shall have a bottom width of 16 feet and a top width of 12 feet, and it shall have an average thickness of 8 inches.

Materials:

All broken stone shall be clean, hard, tough and durable, and shall be free from soft, thin, elongated or laminated pieces. The loss by abrasion when tested in the manner described in Bulletin No. 555 of the U. S. Department of Agriculture shall not exceed eight (8) per cent.

Materials:

All broken stone shall be clean, hard, tough and durable, and shall be free from soft, thin, elongated or laminated pieces. Materials shall be subjected to and must pass such tests as the Engineer may consider necessary to insure good

Materials:

All broken stone shall be clean, hard, tough and durable, and shall be free from soft, thin, elongated or laminated pieces. Materials shall be subjected to and must pass such tests as the Engineer may consider necessary to insure good material.

Rock of suitable quality is available from quarries indicated on accompanying sketch map _____

All Sta 24

_____

_____

Only the most suitable materials available from the above sources, or materials in every way equal thereto, will be allowed to be used. The engineer shall, in every case, be the judge as to the relative suitability of materials.

Contractor to Acquire and Develop Sources of Material:

The contractor shall acquire and develop such sources of material as are required for the prosecution of the work. He shall pay all royalties, shall remove overburden, shall provide hauling roads, and shall bear all expense incidental to the securing, furnishing and delivering upon the work of all surfacing materials required.

In case the contractor is unable to make arrangements for the taking of materials from the available sources without compliance to unreasonable restrictions or the payment of exhorbitant royalties, the State Highway Commission, at the contractor's written request, will institute condemnation proceedings, or take such other steps as may seem advisable for the securing of materials from the particular source, or sources involved.

It is understood that the contractor will bear all expense of the condemnation proceedings, and all other expense to which the State Highway Commission may be put, and will pay such royalty costs or other consideration as the Court may award, or as may be otherwise fixed.

Sizes of Materials:

Base course materials shall all pass a screen having one and one-half ($1\frac{1}{2}$) inch circular openings. It shall

contain not more than fifty (50) per cent of material passing a three-quarter (3/4) inch circular opening, nor more than twenty-five (25) per cent of material passing a one-quarter (1/4) inch square opening. It need not contain any material passing a three-quarter (3/4) inch circular opening, but it shall be well graded from the maximum one and one-half (1½) inch size to its minimum size of three-quarters (3/4) inch or below.

Top course materials shall all pass a screen having three-quarter (3/4) inch circular openings and shall contain not to exceed thirty-five (35) per cent of material passing a one-quarter (1/4) inch square opening. It shall be well graded from the maximum three-quarter (3/4) inch size to dust.

Means to Prevent Separation of Fine from Coarse Materials:

In the handling of materials, the contractor shall use means which will prevent, as far as possible, a separation of the fine from the coarse materials. As far as possible, materials in being transferred into stock piles, bins, or vehicles shall be dropped vertically.

Hauling:

The direction of hauling, the direction of progress in surfacing construction, and the point or points of progress in surfacing construction, and the point or points of commencing surfacing construction shall at all times be under the control of the Engineer. The base course shall be constructed at such distance in advance of the top course as the Engineer may direct and whether hauling shall or shall not be done over the surfacing materials shall be determined by him. In these matters the Engineer shall be guided by the effect hauling over the surfacing materials may have upon the resultant surfacing. Hauling over the surfacing will be required as long as it tends to compact the materials. Hauling over the surfacing materials will not be allowed if it tends to work the materials into the subgrade or to churn the base course into the top.

Hauling:

To assist in the compacting of surfacing materials, the contractor will be required to do his hauling, as far as practicable, over the surfacing, as it is placed. The construction of surfacing shall in all cases begin at the point nearest the point of loading materials and shall progress away from that point. The base course shall at all times be in

place at least one mile in advance of the top course.

Dragging:

The contractor shall do such blading and dragging of both the base and top courses as may be necessary to bring them to a uniform grade and crown with a smooth and even surface, and as may be necessary to maintain them free from ruts and true to the crown, grade and surface to which they are first constructed. They shall be so maintained until covered, or until all surfacing to be constructed under the contract is completed.

Sprinkling and Rolling:

If, in the opinion of the Engineer, the surfacing materials should be sprinkled or rolled during the course of construction, the sprinkling or rolling shall be done by the contractor and paid for as "extra work", or shall be done by state forces without cost to the contractor.

Sprinkling:

If, in the opinion of the Engineer, the surfacing should be sprinkled during the course of construction, the sprinkling shall be done by the contractor and paid for as "extra work", or it shall be performed by State forces without cost to the contractor.

Rolling:

The contractor will be required to maintain a ten (10) ton power roller in continuous operation at all times during the preperation of the subgrade and the construction and finishing of the surfacing and shoulders. This roller shall be used on the subgrade, surfacing and shoulders as the Engineer may direct.

Finishing Shoulders and Cleaning Ditches:

After the surfacing has been placed and compacted, the earth shoulders shall be leveled down and the entire roadbed, inclusive of ditches, trimmed up so as to provide a uniformly crowned and well drained cross-section, as indicated on the plans. All excess excavated materials and all loose stones and rock fragments that may be dragged to the surface shall be deposited on the sides of embankments or otherwise disposed of to the satisfaction of the Engineer.

Measurement and Payment:

Payment for the construction of surfacing as above specified shall be made at the prices bid per cubic yard for surfacing of the particular kinds and classes included among the bid items. The quantity of any kind or class of material to be paid for shall be the number of cubic yards of that kind or class of material furnished, delivered and incorporated in the work. Measurement shall be loose measure aboard trucks or other conveyances at the point of their loading.

The unit price bid shall be understood to cover preparation of subgrade, the furnishing, screening, crushing, hauling, spreading and compacting of materials, the trimming of shoulders, the cleaning out of ditches, and all other work involved in the construction of the finished surfacing at the grade and to the cross-section indicated on the plans, and in accordance with these provisions.

Maintenance Ma

MAINTENANCE MATERIALS

Materials for maintenance shall conform in every respect to the specifications given for materials to be used in the construction of the top course of the surfacing. They shall be placed in neat, well formed piles of 25 cubic yards each, spaced at intervals of approximtely one-quarter of one mile.

The exact positions of the piles shall be as ordered by the Engineer.

Payment shall be made at the unit price bid for maintenance material, and this price shall be understood to include the furnishing, screening, crushing, hauling and piling of materials, and the leveling-off and preparing of the sites upon which the materials are to be piled.

R. A. BOOTH, EUGENE, CHAIRMAN
J. E. YEON, PORTLAND
W. [illegible] BARRATT, HEPPNER
} COMMISSIONERS

R. A. KLEIN, SECRETARY AND ASSISTANT ENGINEER

HERBERT HUNN
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION

SALEM

February 17, 1923

Mr. R. A. Booth, Chairman,
State Highway Commission,
c/o Booth-Kelley Lumber Co.,
Eugene, Oregon.

129
P.R. #94

Dear Mr. Booth:

For your information I am handing you herewith a copy of Mr. Scott's report on the Agate Beach-Otter Rock Section of the Coast Highway in Lincoln County.

Very truly yours,

R. A. Klein.
Secretary.

RAK:DM
Encls.

ROOSEVELT COAST HIGHWAY

AGATE BEACH-OTTER ROCK

This survey 7.10 miles in length was started August 15th and field work completed December 4th 1922. The country is rough and broken and covered with a dense growth of brush over practically the entire distance, which greatly increased the cost of the survey.

Standards used:

The maximum grade used is 5%. By increasing the grade to 6% the cost would be considerably lessened, but as this will be a section where heavy traffic will prevail, a 6% is not recommended. Only one 56% curve was used and this is an open curve. Other than this, the sharpest curve is a 28% .

Existing Roads:

There is no existing road from Schooner Creek to Miners Creek, a distance of 4 miles. At the present time, the beach is used as a road, but is very unsatisfactory. Each tide changes the approaches from the road on the mainland to the beach. Cars are continually getting stuck in the sand and caught in the surf and ruined. From Schooner Creek north one mile, a road has been built for the purpose of getting around Schooner Point which is washed by tides for a longer period than the rest of the beach. The north end of this road is filled by slides and cannot be traveled. In winter, the beach is still more dangerous and, during the severe storms, cannot be used. Several years ago, the county made a survey for a road from Newport to Otter Crest and obtained all right-of-way and cleared or partially cleared certain sections , but have never been financially able to complete the road.

Right-of-way

As mentioned above, the right-of-way was obtained throughout the entire section. During the war, the United States Government built a railroad up the coast

from Yaquina to get out spruce for war time uses. In may places, they occupied the county's right-of-way without regard for the fact that some day the public would need a road. In places, it is not serious as the original survey would not have been suitable on account of curvature and sliding ground for a state highway, but in other places, the strategic positions are occupied by the railroad and some other location has to be found and the cost of grading usually increased. This is especially true at Wade, Cole, Kolock and Schooner Creeks. The people were patriotic and raised no objection, but now the railroad has passed into private hands and no adjustment has been made compensating the county for the right-of-way, clearing done or extra cost of building the road. A map is filed with the report showing the realtion of the railroad, original survey and the location of the Roosevelt Coast Highway.

Topography

The linebeing paralled to the shore line, crosses all drainage. Eight large creeks being crossed, these creeks all being in canyons 200 to 500 feet wide in the bottom and with slopes at the sides varying from 35 to 40 degrees. It is necessary todepress the grade line on maximum grade to cross one of these creeks, then rise on a maximum grade to cross the divde between this creek and the next one. As a rule there is not sufficient distance to reach the summit and the topography will not permit of development except at the bottom. As the railrond occupies the strategic positions close to the coast, it is necessary to come down from a summit on one branch of the creek, cross, and go up another branch. The side slopes are nearly uniform in all the creeks, large or small, and run from 35 to 40 degrees. As an embankment slope will not catch on these steep slopes and as it is not possible to have the line in fill on account of filling the creek channels, the work is very heavy. The only solution is to lay the line as close to the creek as possible and then haul excess excavation down to the main creek crossing which involves long hauls. These larger creeks are crossed with the grade line 20 to 40 feet above the flat and

crossed on a direct line. This is necessary as the summits are the controlling points and the grade line has been established as low as can be done economically. In several placed, the excavation is not sufficient for the fill. This deficiency is made up by widening the cuts both ways from the creek from two to six feet uniformly back as far as the haul is economical and this providing a wide roadbed. Owing to the steep slopes the work of developing up these creeks to obtain lower crossings would be heavy with the excavation up the branch creeks remaining about the same in total quantity. The cost of the work would in no way be lessened and additional distance and objectionable curvature added. As the only object in developing up these creeks would be to eliminate borrow, with no resultant saving, it is better to take the direct route and widen roadbed.

Between Cole and Molock Creeks, where a forty foot summit cut was taken, a study was made after several reconnaissance lines were run and it was determined that any other line would be at least one-half mile longer with greatly inferior alinement and more clearing and greater cost.

Townsites

The location crosses two townsites, Otter Rock and Agate Beach. No attempt was made to conform to platted streets as the property is not improved and any expense in purchasing lots for right-of-way is justified by the better alinement as the streets do not conform to the type of an improved highway and cost of construction would be more.

Right-of-way Should be Acquired

Right-of-way should be acquired as soon as possible before any more lots are sold or improved. Also, arrangements should be made with the Multnomah Box and Lumber Company in regard to crossings and any adjustments in the matter of right-of-way. They now own most of the land, but the county having a prior survey and right-of-way should have the advantage and no spurs should be allowed to cross unless they make provision for taking care of the highway. An example of this occurs at Sta.

225, where between the time the preliminary line and the located line were run, the lumber company cut in a steam shovel and graded a logging spur. Our line is located just off the old county right-of-way and is the onlypossible line, yet not owning a right-of-way, there was no way to prevent construction of this spur and make it conform to the grade of the highway. The grade and alinement of the highway at this point are fixed so it will be necessary to use a temporary 8 or 10 percent line over this crossing until logging is completed.

Roadbed

A roadbed section 20 feet wide in cuts including ditches and 18 feet in fills was used. In a few places where borrow is needed, the widening of the cuts uniformly to give a wider roadbed is contemplated. No widening on curves was provided for except in case of the 56 degree curve which was widened three feet.

Classification

It is recommended that the grading contract be let in the two classification basis. From sta. 0 to 55, there is considerable ledge rock of a hard nature, in other words, basalt. From sta. 55 to Agate Beach, there is a mixture of materials of soft yellow/and blue rock typical of the coast, compacted sand that comes out in lumps, sand and earth. It is possible to move all of this with teams with the aid of some powder and the distinction between the various materials is indefinite. Special stress should be made on the soft rock which is often in ledge formation.

Clearing

On account of long slopes both in cuts and fills, extra clearing is necessary. This is figured as a separate item.

Culverts

The bridge department recommends sawed or sawed cedar log culverts for

use on this job, especially as several 8 X 8 foot culverts are necessary and no concrete materials available even by shipping. There is a little scattering cedar at places along the line, but too small in amount to consider. Lane County in building bridges between Yachats and Heceta Head rafted the entire bill of timber at Florence and towed it out to sea and drifted it in on the beach at the bridge site. The same plan was used by the Government during the war for bringing in bridge timbers north of Newport. As these culverts are all near the beach, the same plan can be used obtaining cedar on Siletz Bay. They may either be hewn or sawed at the small sawmill at Kernville. This will be very cheap and practical as thereare no roads and culverts will necessary long before the roads is graded sufficiently to haul material in.

Surfacing.

Suitable rock for surfacing occurs at several places between Otter Crest and sta. 28 with best site at sta. 20. Also, there is a good quarry site at Agate Beach, one-fourth mile west of the end of the survey. Quantity unlimited in both sites.

Utility

The present road from Newport to Agate Beach ends at Schooner Creek where it now goes down onto the beach. The logging work being done by the Multnomah Box and Lumber Company,north of this, provides the only payroll in the vicinity of Newport. Men working here go as far as Schooner Creek in cars and then have to walk several miles. It is not really safe at any time to use a car on the beach and car charges are correspondingly high. It will open up several miles of new beach to the summer resort business as Otter Rock is a big attraction. There is a great deal of very good land along this section, but none developed except a little at Otter Rock.

Estimate of Cost

Item	Quantity	Unit	Price	Amount
Clearing & Grubbing	51.1	acres	$400.00	$20,440.00
Solid Rock	22,442	cu yd	1.00	22,442.00
Other Material	256,313	cu yd	.50	128,156.50
Overhaul	474,379	sta yd	.05	23,718.95
Culv. Pipe 12"	2,164	lin ft	2.00	4,328.00
Culv. Pipe 18"	484	lin ft	3.00	1,452.00
Culv. Pipe 24"	354	lin ft	5. 00	1,770.00
Cedar Log Culv. 3X3	140	lin ft	7.00	980.00
Cedar Log Culv. 4X4	400	lin ft	9.50	3,800.00
Cedar Log Culv. 6 X6	154	lin ft	13.00	2,002.00
Cedar Log Culv. 8 X8	514	lin ft	20.00	10,280.00
Extra Clearing	7	acres	150.00	1,050.00
Conc. Headwalls	61.32	cu yd	40.00	2,452.80
TOTALS				$ 222,871.25
Surfacing 11,032 cu yds	crushed rock	@	$3.25	36,050.00
				$ 258,921.25

STATE Oregon

PROJECT No. 30
(Not to be filled in.)

FORM P R 1
BUREAU OF PUBLIC ROADS
U. S. DEPT. OF AGR.

PROJECT STATEMENT

AS REQUIRED BY

FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916, AND AMENDED BY ACT APPROVED FEBRUARY 28, 1919.

(Date) March 5, 1923.

THE SECRETARY OF AGRICULTURE,
Washington, D. C

SIR:

The State of Oregon, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat. 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder, does hereby submit by its State Highway Commission constituting the State Highway Department of said State, this project statement for the rural post road herein described, which it is proposed to construct under the provisions of said Act and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Act. The work will be done under the direct supervision of the State Highway Department under authority of Chapter 31, Laws of 1920.

(Cite statutes and resolutions or orders giving Highway Department jurisdiction.)

, in strict conformity to the provisions of the said Act and to said Rules and Regulations. After construction of the said road it will be properly maintained by State Highway Department assumes responsibility for maintenance

1. Local name of road Otter Rock-Agate Beach Section of Roosevelt Coast Highway
2. Located between Agate Beach and Otter Crest, County of Lincoln
3. Points of beginning and ending Sta. 71/00 at Otter Rock to Sta. 373/68 at Agate Beach
4. Length in miles (gross) 5.75 miles (net) 5.75 miles

NOTE.—In preparing the Project Statement attention is directed to the Rules and Regulations. In all cases a sketch plan shall accompany statement.

8—4256

5. Miles of project used as post route _____; miles not used as post route _____

6. If a major portion of the project is not a post route, or if the project is not a "connecting link," give the facts showing the general status along the entire project as follows: Whether the country is thickly or sparsely settled; if the latter, the probability of increased settlement; the purposes for which the contiguous lands are used, their fertility and general character; whether desired for and capable of more intensive development; and such further facts as will tend to show the general character of the community in which the road is located and the need for and desirability of constructing or improving the same.

(Use additional sheets, if necessary, and indicate the sections referred to by same letters as on sketch map.)

7. Places on the project having a population of 2,500 or more as shown by the latest Federal census and mileage of each None

8. Tolls collected on roads or bridges on this project, if any None

9. Is project part of State's five-year program heretofore submitted? No

10. Purpose project will serve and relation it bears to the road system of the State. (See Reg. 3, Sec. 1, and Reg. 4, Sec. 1.) Portion of Roosevelt Coast Highway

11. Improved roads adjacent or contiguous and type of each Unimproved earth road north and south.

(Give distinguishing marks to identify on sketch map.)

12. Through traffic, approximate average daily number of (*a*) trucks 1, (*b*) passenger motor vehicles 10, and (*c*) horse-drawn vehicles 3

13. Local traffic, approximate average daily number of (*a*) trucks _____, (*b*) passenger motor vehicles _____, and (*c*) horse-drawn vehicles _____

14. Description and present condition of traveled way Ocean beach travelled at low tide. Little used except for summer tourist traffic and is very dangerous.

15. Proposed width of surfacing ....24....; feet between ditches ....24....; approximate maximum gradient....8....per cent.

16. Proposed type of construction....Grading and Surfacing....

17. Location, nature, and extent of deposits of local materials suitable for use on this project....Suitable rock for surfacing at sta. 28 of survey (4500' north of beginning of project. Also at Yaquina about 1/4 mile west of end of project.....
(Where practicable show by distinguishing marks on sketch map.)

18. Location and length of each bridge to be built or rebuilt requiring a length of more than 20 feet ....
None....
(Designate each by the same distinguishing marks as on sketch map.)

19. State's share of cost of construction will be provided by....State....
(State or (and) county.)

20. Amount of funds which are / will be available for construction: (a) State....137,970.79 and any additional amounts required. Sale of bonds authorized.....
(Amount.) (Source: refer to statute.)

RESOLUTION

In view of the fact that the State Highway Commission was authorized by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways;

IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 237 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties for which a suitable contract will be entered into, will be sufficient to maintain all state roads constructed by the State Highway Commission or jointly by the Commission and the Federal Department of Agriculture, as provided for in the Federal Aid Road Act; and

BE IT RESOLVED, that the state assumes responsibility to the Federal Government for the proper maintenance of all highways constructed in cooperation with the Federal Government under any federal act providing for cooperative road construction, the state to make whatever arrangements with the various counties it may deem necessary to meet this obligation in accordance with the laws of the State of Oregon and the Federal Aid Road Act, and any other Federal Law that may have been, or may be, enacted to further road improvement in the State of Oregon.

I, Roy A. Klein, duly appointed Secretary for the Oregon State Highway Commission, hereby certify that the above resolution

[redacted] use of this project. Spilled rock for
surfacing on sta. 28 of survey (4200' north of beginning of project. Also at
(Where practicable show by distinguishing marks on sketch map.)
Yaquina [redacted] 1/4 mile west of end of project.

18. Location and length of each bridge to be built or rebuilt requiring a length of more than 20 feet

None
(Designate each by the same distinguishing marks as on sketch map.)

19. State's share of cost of construction will be provided by State
(State or (and) county.)

20. Amount of funds which are / will be available for construction: (a) State 137,979.79 and any additional
amounts required. Sale of bonds authorized.
(Amount.) (Source: refer to statute.)

RESOLUTION

In view of the fact that the State Highway Commission was authorized by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways;

IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 237 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties for which a suitable contract will be entered into, will be sufficient to maintain all state roads constructed by the State Highway Commission or jointly by the Commission and the Federal Department of Agriculture, as provided for in the Federal Aid Road Act; and

BE IT RESOLVED, that the state assumes responsibility to the Federal Government for the proper maintenance of all highways constructed in cooperation with the Federal Government under any federal act providing for cooperative road construction, the state to make whatever arrangements with the various counties it may deem necessary to meet this obligation in accordance with the laws of the State of Oregon and the Federal Aid Road Act, and any other Federal Law that may have been, or may be, enacted to further road improvement in the State of Oregon.

I, Roy A. Klein, duly appointed Secretary for the Oregon State Highway Commission, hereby certify that the above resolution was unanimously adopted by the Oregon State Highway Commission, at its regular meeting held at Salem, Oregon, on August 7, 1917, all members being present and voting, and at a special meeting held in Portland on September 25, 1917, a majority being present and voting, when an amendment was made to the original resolution to make it read as above.

Roy A. Klein

Secretary.

21. Funds for maintenance to be provided by State
(State or (and) county.)

from the following sources:
(Refer to statute.)

22. List of certified copies of resolutions or orders, if any, attached hereto or previously submitted, by State Highway Department respecting the State funds which are or will be available for construction

23. List of attached or previously submitted certified copies of resolutions or orders by the county or other local subdivision of the State respecting the funds which are or will be available for construction and maintenance. (See Sec. 5, Reg. 4)

24. List of forms of the contract and of the contractor's bond attached hereto or previously submitted and proposed to be used in connection with this project State Highway Department standard forms of contract and contractor's bonds.

25. Reconnaissance estimate of cost of project:

Made by J. C. Keleed Date ....., 19.....

Approximate Quantity.	Unit.	Item.	Price.	Amount.
	Cu. yds.	Excavation, ...% rock		
	Sq. yds.	Surfacing of		
All Required		Clearing and grubbing		21,000 00
345,000	Cu. Yds.	Excavation, no classif.	50	182,750.00
466,000	Sta. Yds.	Overhaul	05	23,300.00
1,012	Lin. Ft.	12" Culvert Pipe	2 00	2,024 00
		Structures of 20′ span or under		
		Structures over 20′ span		
216	Lin. Ft.	Other items 10" Culvert Pipe	3 00	648 00
354	" "	24" " "	5 00	1,770 00
140	" "	3' x 3' Cedar Culverts	7 00	980 00
400	" "	4' x 4' " "	9 50	3,800 00
154	" "	6' x 6' " "	13 00	2,002 00
514	" "	8' x 8' " "	20 00	10,280 00
48	Cu. Yds.	Class "C" Concrete	40 00	1,920 00
8,970	" "	Surfacing	3 25	29,152 50
900	" "	Filler	75	675 00

Length, 5.75 miles.

Cost, $ 42,338.98 per mile.

Subtotal	221,901 50
10% Engineering and Contingencies	22,190 15
Total	243,431 65

This estimate approved by:

.....

(Title) Office Engineer

26. Amount of Federal aid desired 105,460.86

(State in lump sum or percentage, but not both.)

8—6266

27. Payment desired on completion or as work progresses as work progresses

28. Official, officials, or depository authorized by State law to receive public funds of the State or county and designated by the State Highway Department to receive Federal funds for this project Treasurer of the State of Oregon, Salem, Oregon.

29. Additional remarks This section will involve very heavy grading and the construction of a wider roadbed will not be justified for several years. At least until such time as an improved, through highway is constructed from Newport to Reedsport.

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

Oregon State Highway Commission

By

Chairman
(Title of officer.)

By

Commissioner
(Title of officer.)

By

Commissioner
(Title of officer.)

BEGINNING OF PROJECT
Sta. 71+00

T.9S.R.11W.

T.10S.R.11W.

OTTER ROCK

OTTER CREST

PACI

LEGEND

FEDERAL AID PROJECT

OTHER ROADS UNIMPROVED

CIFIC

OCEAN

OREGON STATE HIGHV

SKETCH MAP ACC

OREGON PROJECT ST

ROOSEVELT - CO

LINCOLN C

OTTER ROCK TO A

APPROXIMATE SCALE

LEGEND

FEDERAL AID PROJECT

OTHER ROADS UNIMPROVED

END OF PROJECT
Sta. 373+40

AGATE BEACH

OREGON STATE HIGHWAY DEPARTMENT

PRELIMINARY SURVEYING

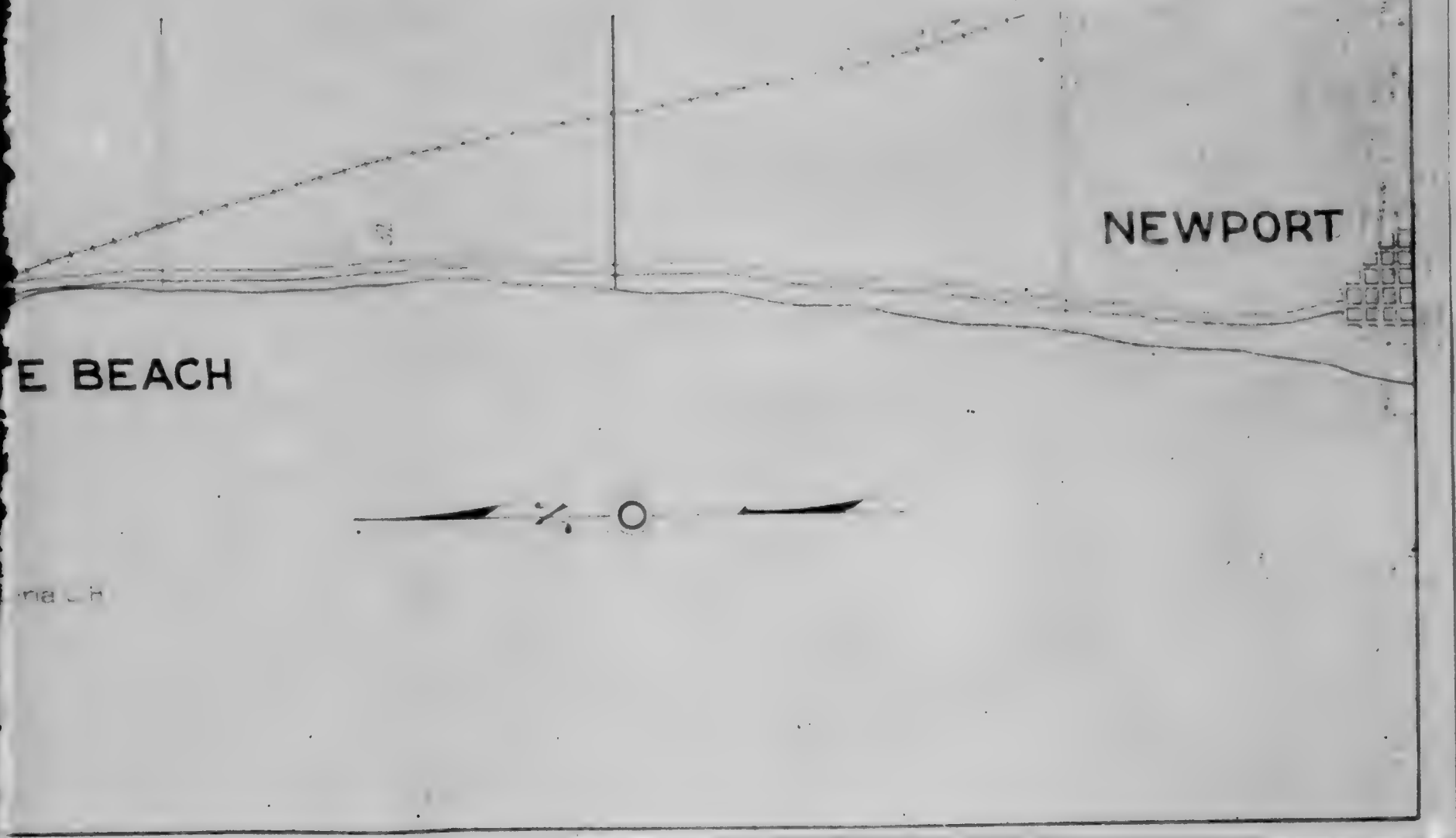
OREGON PROJECT STATEMENT NO. 98

ROOSEVELT - COAST HIGHWAY

LINCOLN COUNTY

OTTER ROCK TO AGATE BEACH

APPROXIMATE SCALE 1" = 1000 FT.



CONTRACT #652

PR 96 Pudding River Bridge 1923-1942

652

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FA 96-A

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 6, 1942

Subject: Beacons and signs at Pudding River Bridge

To: Mr. E. A. Collier
Maintenance Engineer
Department

Dear Sir:

The flashing beacons have been installed at each end of the Pudding River Bridge near Aurora on the Pacific Highway East and the 35 mile speed signs have been installed and the "Narrow Bridge" sign moved 500' north.

All of the work has been completed as instructed in your recent letter with the exception of equipping the "Narrow Bridge" sign with a yellow blinker warning light. This is a large 42" reflectorized sign and regulations would not permit us to flood light it and it would be confusing to install a flasher on the sign masked as our overhead flashing beacons are, as in all instances, traffic passes under and to the right of these flashers, with the exception of regular signalized intersections within cities.

If we were to install a flashing unit on this sign, it would be necessary to set two power poles in order to supply current at this location. The sign is extra large, being 42" in diameter while our standard signs are but 24".

I would suggest that an inspection be made of this installation at night and if it is still considered that a flasher is necessary on the sign and will not be confusing to motorists, we will proceed with the installation.

Very truly yours,

W. O. Widdows

W. O. Widdows
Asst. Maint. Engineer

WOW:mt

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NOTED
C. B. McCullough

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 29, 1942

7-R

Subject: Traffic Accident on Pudding River Bridge at M.P. 26.38 on Pacific Highway East

To: Mr. W. O. Widdows
Assistant Maintenance Engineer

Dear Sir:

On October 28, 1941, a traffic accident occurred on the Pudding River Bridge at M.P. 26.38 on the Pacific Highway East, Oregon Federal Aid Project No. 96-A.

Following this accident, an Inspector for the Bureau of Motor Carriers, Interstate Commerce Commission, made certain recommendations to that Bureau to modify the existing danger to traffic on account of the restricted roadway width. These recommendations were referred to the Public Roads Administration and from there to the State Highway Commission which has agreed to and ordered the following work at the present time.

1. That the present "Narrow Bridge" sign be removed to a point approximately 500' north of its present location and that this sign be equipped with a yellow blinker warning light to increase its effectiveness.

2. That yellow blinker warning lights be installed at or on both the north and south approaches as a warning to motorists of the dangerous condition existing at this location.

3. That a thirty-five mile an hour zone be established, limiting all traffic over the bridge to thirty-five miles an hour, indicated by a sign approximately 1,500' north of the bridge.

Item 3 is being referred to the State Highway Commission at their next meeting by the Chief Engineer. Please make arrangements to perform the work required in items Nos. 1 and 2 at the earliest possible time and notify this office when any or all items have been completed.

Very truly yours,

W. W. Stiffler
Assistant Maintenance Engineer

WWS/vf
cc C. B. McCullough

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JUN 1 1942
FOR FILING

96-A

May 29, 1942

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Box 3900
Portland, Oregon

Attention: F. E. Andrews

Dear Sir:

Please refer to our letter of May 14 concerning your letter of January 15 regarding a traffic accident which occurred on the Pudding River Bridge, Oregon Federal Aid Project FAP-96-A, U. S. Highway 99E.

We are attaching hereto a copy of a resolution which was adopted by the Highway Commission on May 19 which provides for a 35-mile-speed zone between mileposts 25.73 and 26.54.

When the blinker lights have been installed in the above area we will be pleased to advise you.

Yours very truly,

C. R. McCullough
Assistant Chief Engineer

JH:OA

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MAY 29 1942
FOR FILING

96-A

May 28, 1942

Mr. W. H. Lynch
District Engineer
Public Roads Administr tion
Box 3900
Portland, Oregon

Dear Sir:

Herewith attached, for your inform tion, is a certified copy of a resolution which has been adopted by the State Highway Commission establishing a 35-mile per-hour speed limit zone for the Pacific Highway East at the Pudding River crossing just north of Aurora. This was adopted by the Highway Commission at its meeting on May 19, 1942, and is in response to Mr. Andrews' letter dated January 15, 1942.

Very truly yours,

HBG:AE

Secretary

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MAY 16 1942
FOR FILING

96-A

May 14, 1942.

Mr. W. H. Lynch,
District Engineer
Public Roads Administration
Box 3400
Portland, Oregon

Attention: Mr. F. E. Andrews

Dear Sir:

Reference is made to your communication of January 15 and also to your letters of February 20, March 23, and May 12 concerning the traffic accident which occurred on the Pudding River Bridge, Oregon Federal Aid Project FAP-96-A, U. S. Highway 99E.

With reference to No. 1, your letter of January 15, you are advised that I am referring this to the State Highway Commission for approval at its next meeting, at which time I will recommend that a 35-mile-an-hour zone be established.

Nos. 2 and 3 are being referred to Mr. E. A. Collier, Maintenance Engineer, with the request that he install the blinker warning lights just as soon as materials are available.

As soon as the Commission approves the establishment of the 35-mile-speed zone, and the blinker lights have been installed, we will be pleased to advise you so that your records may be completed.

Yours very truly,

R. H. Baldock
Chief Engineer

cc - H. B. Glaisyer
E. A. Collier
John Beakey

Mr. Beakey: This pertains to the above letters which were referred to you some time ago for report. You may disregard them as it is not necessary for you to furnish a report.

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

May 12, 1942

POST OFFICE BUILDING
PORTLAND, OREGON

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to our letters of January 15, February 20 and March 23 regarding information concerning traffic warnings at the Pudding River Bridge, Oregon FAP 96-A.

We now have a letter from Mr. Bishop which reads as follows:

"Your attention is called to my letter of January 5th concerning an accident reported by the Bureau of Motor Carriers which occurred on U. S. Highway 99-E at the north end of the Pudding River Bridge near Aurora, Oregon.

"Kindly let us have the information requested at an early date."

Can you not help us out, either with the information or a statement that the information is not available?

If for some reason you do not wish to go into this matter or if you have already been contacted by another Governmental agency and consider that furnishing the information would be merely duplication, we could see your position and would endeavor to have this procedure modified. But we are handicapped in disposing of the matter to our mutual satisfaction without some word from you.

Very truly yours,

W. H. LYNCH
District Engineer

By: F. E. Andrews

F. E. Andrews
Sr. Highway Engineer

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

March 23, 1942

POST OFFICE BUILDING
PORTLAND, OREGON

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to our request of January 15 and our further request of February 20 regarding information concerning traffic warnings at the Pudding River Bridge, Oregon FAP 96-A.

May we please have reply to the above as our Washington office has requested this information.

Very truly yours,

W. H. LYNCH
District Engineer

Called Baldock - 4-1-42
advised he would furnish data.
9 Sm

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Const
Fed Aid
General

Salem
February 24, 1942

Pudding River Bridge Accident
on October 28, 1941

Mr. John Beakey

I am attaching hereto copy of a letter from W. H. Lynch of February 20 regarding traffic accident on October 28 at the Pudding River bridge. I referred this to you on January 22 and requested that you furnish me with a report covering items 1, 2 and 3 in his letter of January 15.

Will you please expedite this report so that we can answer Mr. Lynch's inquiry.

C. B. McCullough

JM:OA

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

February 20, 1942

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to our letter of January 15, 1942, regarding traffic accident on October 28, 1941, at Pudding River Bridge, Oregon FAP 96-A, U. S. Highway 99-E.

May we please have a reply to this letter as the Washington Office desires the information requested therein.

Very truly yours,

W. H. LINCH
District Engineer

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Const
Fed Aid
General

Salem
January 22, 1942

Pudding River Bridge Accident on October 28, 1941

Mr. John Beakey
Traffic Engineer
O F F I C E

In reference to the attached from W. H. Lynch regarding traffic accident on October 28, 1941, at Pudding River Bridge, will you please give me a report covering items 1, 2 & 3, at your early convenience.

CBM:MC
encl.

C. B. McCullough

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

January 15, 1942

POST OFFICE BUILDING
PORTLAND, OREGON

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the traffic accident on October 28, 1941 at the Pudding River Bridge, Oregon Federal Aid Project No. 96-A, U. S. Highway 99 E.

We have been asked by our Washington Office to contact you regarding the highway conditions referred to in a report prepared by the Bureau of Motor Carriers Interstate Commerce Commission, which we quote in part as follows.

The inspector for that Bureau has made the following recommendations:

"1. That the matter of placing a speed restriction sign 1500 feet north of the Pudding River Bridge approach, notifying motorists to reduce speed to 35 miles an hour, be referred to the Oregon State Highway Department.

"2. That the present 'Narrow Bridge' sign be removed to a point 500 feet north of its present location and that this sign be equipped with a yellow blinker warning light to increase its effectiveness.

"3. That a yellow blinker warning light be installed at the north and south bridge approaches, located on the banisters as a warning to motorists of the dangerous condition existing at the approaches.

"4. That immediate action be taken by the proper authorities for widening of the bridge structure to a sufficient width to permit the meeting and passing of vehicles on the structure and that such width be in comparison with the width of the highway at each bridge approach. Plans for such construction are now in the hands of the State Bridge Engineering Department, awaiting appropriation."

What we desire is your reaction to above recommendations 1 - 3 and information as to any changes you may have made in traffic warning signs or devices at this project.

No reply is needed to Item 4.

Very truly yours,

W. H. LYNCH
District Engineer

By: F. E. Andrews
F. E. Andrews
Senior Highway Engineer

PR 16

February 27, 1924.

Fidelity & Deposit Company of Maryland,
John B. Coffey Company, Agents,
Wilcox Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 652 for the construction of a bridge over Pudding River near Aurora on the Pacific Highway in Marion and Clackamas Counties, has been completed by the contractors, Tobin & Pierce and that final settlement will be made by the State with the above contractors for work done under said contract on or after March 8th 1924.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as surety on the bond furnished by said contractors.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glainyer,
Chief Clerk.

Dict. by J. McFarland.

PR-96

February 26, 1924

Tobin & Pierce,
918 E. 10th Street N.,
Portland, Oregon.

Gentlemen:

Your request for extension of time on contract No. 652, Pudding River Bridge on the Pacific Highway in Clackamas and Marion Counties, was considered at the meeting of the Commission on February 6th and the following action was taken:

"Tobin & Pierce, contract No. 652, Pudding River bridge, Pacific Highway in Clackamas and Marion Counties, requested an extension of time to March 1, 1924. The Engineer recommended that the extension requested be granted without penalty."

Very truly yours,

State Highway Engineer.

BAK:LM

January 9, 1924.

MR 96

Mr. O. V. Gamble,
Couch Building,
Portland, Oregon.

Dear Sir:

We have your letter of the 8th inst., stating that you have a balance due you for piling furnished to Tobin & Pierce, in connection with their contract for construction of the Pudding River bridge, and requesting advice as to the proper procedure for you to take to protect your account.

For your information, will say that contractors on all state highway contract work are required to furnish a bond for the protection of all labor and material claims in connection with the contract. Tobin & Pierce have furnished a bond in this instance, the surety on which is the Fidelity and Deposit Company of Maryland, Jno. B. Coffey, Agent, Wilcox Building, Portland.

We are unable to pass on any bill that you may furnish, and therefore, suggest that you get in touch with the surety company in the event that Tobin & Pierce refuse payment. The bond in connection with our state highway contracts is in full force and effect for one year after the completion of the contract and acceptance by the Highway Commission.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

Chief Clerk.

HBG:HI

YOU
CAN
GAMBLE
ON

O. V. GAMBLE

MANUFACTURER AND WHOLESALER
POLES - PILING - LUMBER

TELEPHONE
BROADWAY 6581

COUCH BUILDING
PORTLAND, OREGON

1/8/24

JAN 10 1924

Oregon State Highway Dept.,

Salem, Ore.

There is a balance due me for piling furnished Tobin and Pierce on the Aurora bridge job.

Will you please advise the proper procedure for me to take to protect this account? They are nearly thru with the work.

Thanking you for this, I am,

Respectfully,

O. V. Gamble

ANSWERED
H. B. O.

October 1, 1923.

TR 96

Mr. Roy A. Klein,
State Highway Engineer,
Office.

NOTED
R.A.K.

Dear Sir:-

I have just seen Mr. Devers in regard to the installation of a gate in the handrail of the bridge at Pudding River.

My idea was to have a release drawn by the property owner setting forth that she would assume all responsibility for accidents due to the failure to properly close and latch the gate. Mr. Devers questions the advisability of this release and thinks that we cannot pin this responsibility on the property owner.

In this case, therefore, we face a condition wherein we have to assume considerable responsiblity and introduce into the handrail an element of danger and of liability of accident. I am very fearful that anything we do will be a scource of trouble and embarrassment to the Commission later on, and I would respectfully request that you reconsider this matter once again. At least, can we not have a conference with Mr. Devers to see if there is some way in which we can legally protect ourselves against damage claims.

This matter must be settled within a few days, as the contractor wants to pour his handrail.

Very truly yours,

Bridge Engineer.

CHM:GG

Form P. R. 2

State Oregon

Project No. 96

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

AMENDED FEBRUARY 28, 1919

AND

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

WASHINGTON
GOVERNMENT PRINTING OFFICE
1922

YOU
CAN
GAMBLE
ON

O. V. GAMBLE

MANUFACTURER AND WHOLESALER
POLES - PILING - LUMBER

TELEPHONE
BROADWAY 6581

COUCH BUILDING
PORTLAND, OREGON

1/8/24

JAN 9 1924

Oregon State Highway Dept.,
Salem, Ore.

There is a balance due me for piling furnished Tobin and Pierce on the Aurora bridge job.

Will you please advise the proper procedure for me to take to protect this account? They are nearly thru with the work.

Thanking you for this, I am,

Respectfully,

O. V. Gamble

AUDITED
H. B. C.

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 9th day of June, 1923

by and between the State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended by act approved February 28, 1919 (40 Stat., 1189), entitled "An Act Making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," and by Act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes":

Whereas the Highway Department of said State submitted on the 27th day of January, 1923, a project statement, which was approved by the Secretary on the 21st day of March, 1923, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 21st day of March 1923, and approved by the Secretary on the 10th day of July, 1923; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of fifty-two thousand, one hundred forty-nine and 32/100

dollars ($52,149.32) as the share of the United States payable under said act on account of said project, which does not exceed 61.13673 per cent of the total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT.

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State from sale of bonds authorized by Legislature under Chapter 175, Laws of 1917, and Chapter 31, Laws of 1920

(Include amount, date, and citation of act of legislature by which authorized.)

*(b) By the count..... of .....

(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

such funds having been placed under the direct control of the Highway Department by .....

(State how placed under direct control of Highway Department.)

*(c) By the count..... of .....

(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

*(d) .....

ROAD EMBRACED IN PROJECT.

ARTICLE II. This agreement covers the following bridge as described in detail in said surveys, plans, and specifications:

Between survey station 7+99.33 near Aurora and survey station 15+05

.....terminal points, [redacted], known locally as the Pudding River Bridge on the Pacific Highway, Clackamas County.

CHARACTER AND METHOD OF CONSTRUCTION.

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.

(*b*) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT.

ARTICLE IV. The United States pro rata share of the cost of said project shall not in any event exceed

(*a*) the said sum of fifty-two thousand, one hundred forty-nine and 32/100

dollars, certified to the Secretary of the Treasury as above mentioned, being 61.15873

per cent of eighty-five thousand, two hundred ninety-nine and 50/100

dollars, the approved total estimated cost of said project, nor (*b*) the said per centum of the value of the labor and materials which shall have been actually put into the construction of said project in conformity to said plans and specifications.

PAYMENTS.

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of the said certified sum, or so much thereof as may be due under the terms hereof, to .....

STRICKEN OUT

.....
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the ..... of .....
(State or county.) (Name.)

(Strike out if not appropriate.)

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to .....

the State Treasurer

.....
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(State or county.) (Name.)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $24,454.69 per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

STRICKEN OUT

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT.

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: .....

RESOLUTION

In view of fact that the State Highway Commission was authorized by pter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways.

IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 237 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties for which a suitable contract will be entered into, will be sufficient to maintain all state roads constructed by the State Highway Commission or jointly by the Commission and the Federal Department of Agriculture, as provided for in the Federal Aid

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $24,454.39 per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span. STRICKEN OUT

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT.

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: .....

RESOLUTION

In view of the fact that the State Highway Commission was authorized by Chapter 257, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways.

IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 257 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties for which a suitable contract will be entered into, will be sufficient to maintain all state roads constructed by the State Highway Commission or jointly by the Commission and the Federal Department of Agriculture, as provided for in the Federal Aid Road Act, and

BE IT RESOLVED, that the state assumes responsibility to the Federal Government for the proper maintenance of all highways constructed in cooperation with the Federal Government under any federal act providing for cooperative road construction, the state to make whatever arrangements with the various counties it may deem necessary to meet this obligation in accordance with the laws of the state of Oregon and the Federal Aid Road Act, and any other Federal Law that may have been, or may be, enacted to further road improvement in the State of Oregon.

I, Roy A. Klein, duly appointed Secretary for the Oregon State Highway Commission, hereby certify the above resolution was unanimously adopted by the Oregon State Highway Commission, at its regular meeting held at Salem, Oregon, on August 7, 1917, all members being present and voting, and at a special meeting held in Portland on September 25, 1917, a majority being present and voting, when an amendment was made to the original resolution to make it read as above.

ROY A KLEIN

Secretary

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the .....,
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: .....

(Include reference to statute authorizing .....
funds, probable amount annually available, and how will be placed under direct control of Highway Department.)
.....

*(*b*) By the .....,
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .....

(Include reference to statute authorizing .....
funds and probable amount annually available.)
.....

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: .....
.....
.....
.....

*(Strike out if not appropriate.)

STRICKEN OUT

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 10th day of July, 1923.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department.)

By C. A. Duby
Chairman, State Highway Commission
(Title of officer.)

By T. B. Van Duyn
Member, State Highway Commission
(Title of officer.)

[SEAL.]

By H. H. Malone
Member, State Highway Commission
(Title of officer.)

By .....
(Title of officer.)

By .....
(Title of officer.)

[SEAL.]

C. W. Marvin
ACTING *Secretary of Agriculture.*

Form No. PR. 8

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, as amended by "An Act making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," approved February 28, 1919, and by "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," approved November 9, 1921 (42 Stat., 212).)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a ~~rural post road~~ bridge between survey station 7+99.33 near Aurora and survey station 15+05, locally known as the Pudding River Bridge on the Pacific Highway, Clackamas County, and designated in the records of this Department as Project No. 96, State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $85,299.50 as the total estimated cost of said project, and the sum of $52,149.32 as the share of the United States, payable under said acts on account of such project, which does not exceed 61.13473 per cent of said total estimated cost.

Done in the District of Columbia, this 10th day of July one thousand nine hundred and Twenty-three, as witness my hand and the seal of the Department of Agriculture.

C. W. Marvin
ACTING *Secretary of Agriculture.*

GOVERNMENT PRINTING OFFICE 8—4829

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS.
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.-----

July 19, 1923.

POST OFFICE BUILDING,
PORTLAND, OREG.

96

RECEIVED
STATE HIGHWAY ENGINEER
OREGON
JUL 21 1923

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We enclose herewith one copy of the estimate which has been used as the basis for the project agreement covering Oregon 96, Pudding River Bridge.

Yours very truly,

C. H. Purcell,
District Engineer.

Rd 96
8-
9-
33 1/2 D. 18
52 1/2 49.31
85 299 1/2 D

May 16, 1923

P#94

Honorable H. E. Cross,
County Judge of Clackamas County,
Oregon City, Oregon.

Dear Sir:

Enclosed herewith are four copies of the agreement between Clackamas County, Marion County and the State Highway Commission for the construction of the bridge over Pudding River near Aurora.

Will you please execute all four copies at your early convenience and return them to this office to be signed by the State Highway Commission. As soon as they have been executed by the Highway Commission one fully executed copy will be returned to you for your files.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Chief Clerk.

RAK:M

Encls

May 12, 1923

PR#96

County Court of Marion County,
Salem, Oregon.

Gentlemen:

I am handing you herewith four copies of the agreement providing for the construction of the Pudding River Bridge under the joint cooperation of Marion County, Clackamas County and the State of Oregon.

This agreement covers the Marion County share as previously agreed upon and the object is to cover the entire matter in a definite agreement. This contract has been awarded to Tobin & Pierce, the low bidders, and construction work will soon be commenced, the steel already having been placed.

Would be pleased to have these executed and returned to this Department at your early convenience so that copies may be forwarded to Clackamas County. After the same has been fully executed we will be pleased to return you one copy for your files.

Very truly yours,

State Highway Engineer.

BAK:EM

Encls.

The Bureau of Public Roads,
Post Office Bldg.,
Portland, Oregon.

May 4th, 1923.

PR - 96

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for project agreement on the Pudding River Bridge, Oregon Project #96.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Office Engineer.

Dict. by Mr. J. W. De Sousa

KH

Enc.

OREGON STATE HIGHWAY DEPARTMENT — PROJECT NO. 24

Pudding River Bridge on the Pacific Highway in Clackamas and Marion Counties

Salem, Oregon, May 4, 1925.

1,300	Cu. Yds.	Class "A" Concrete	$ 21.00	$ 27,300.00
150	" "	Class "B" Concrete	17.00	2,550.00
260,000	Lbs.	Metal Reinforcement	.075	19,500.00
125,000	"	Structural Steel	.09	11,250.00
5,000	Lbs.	Piling	.80	5,000.00
1,180	Lin. Ft.	Concrete Handrail	5.00	5,900.00
2,300	Cu. Yds.	Excavation	2.15	4,945.00
200	" "	Excavation below plans	.50	100.00
Removal of old bridge and maintenance of traffic				3,000.00
		Sub-total		77,545.00
		10% Engr. & Cont.		7,754.50
		Total	$	85,299.50

State Funds Available $33,150.18

Federal Aid Requested 52,149.32

$85,299.50

PR 96

April 25, 1923

Memorandum.

J. H. Devers,
O f f i c e.

Will you please draw a contract agreement between the State, Marion County and Clackamas County to be signed by the respective county and state officials, covering the construction of the Pudding River bridge.

The agreement between the counties will be found to be covered in the attached correspondence but is repeated here for your convenience.

The county line is in the center of Pudding River and each county has agreed to take one-half of the channel span and the two abutments, and each county will take the approach spans in its respective county, except that Clackamas County's total share shall not exceed $39,000, the state agreeing to make up the difference which is estimated to be approximately $13,000.

In addition the state will assume the paving costs on the entire improvement, the cost of maintaining traffic and the engineering costs. You will note from the correspondence that we first asked Clackamas County to take their entire share but the best arrangement we could make was for Clackamas County to take $39,000 and the state the difference.

You will note also that the agreement with Clackamas County is that they shall pay $13,000 during 1923 and will pay $13,000 in the years 19[illegible] and 1925, provided same is approved by their Budget Commission, deferred payments to be without interest.

R. A. K.

RAK:LM
Encls.

March 24th, 1925.

Bureau of Public Roads,
Portland, Oregon.

P. R. 96

Gentlemen:

Herewith we are enclosing four copies each of revised surfacing specifications on Projects No. 96 and 98.

Receipt is acknowledged of the return of the specifications which were sent you through mistake.

Very truly yours,

HERBERT NUEN
State Highway Engineer

By

Office Engineer.

Dic by J. W. DeCoursh.
AP

BROKEN STONE OR GRAVEL SURFACING

Preparation of Subgrade:

Before spreading the surfacing materials, the contractor shall, by means of blades, graders, fresnoes, or other suitable equipment, shape up the roadbed, bringing same to uniform crown and grade, with a surface free from ruts, humps and depressions.

The subgrade shall be prepared only a short distance ahead of the surfacing operations, and after having once been prepared, shall be maintained true to crown, grade, and uniform surface until covered.

In no event shall any surfacing materials be placed upon any section of the subgrade which is not, in the opinion of the Engineer, in a condition suitable and satisfactory for surfacing.

Width, Thickness and Number of Courses:

The surfacing shall, in general, be constructed to the width, thickness and cross-section indicated on the plans, or on the typical cross-section sheet attached hereto. These features shall, however, be subject to such reasonable variation as the Engineer may order, to properly take care of varying character of subgrade and other un-uniform conditions that may exist or that may be encountered during the progress of the work.

Materials:

Materials for surfacing shall be sound, tough and durable broken stone or gravel. It shall be free from soft or disintegrated particles, clay, loam and other objectionable matter.

Contractor to Acquire and Develop Sources of Material:

The contractor shall acquire and develop such sources of material as are required for the prosecution of the work. He shall pay all royalties, shall remove overburden, shall provide hauling roads, and shall bear all expense incidental to the securing, furnishing and delivering upon the work of all surfacing materials required.

In case the contractor is unable to make arrangements for the taking of materials from the available sources without compliance to unreasonable restrictions or the payment of exhorbitant royalties, the State Highway Commission, at

the contractor's written request, will institute condemnation proceedings, or take such other steps as may seem advisable for the securing of materials from the particular source, or sources involved.

It is understood that the contractor will bear all expense of the condemnation proceedings, and all other expense to which the State Highway Commission may be put, and will pay such royalty costs or other consideration as the Court may award, or as may be otherwise fixed.

Sizes of Materials:

Base course materials shall all pass a screen having one and one-half (1½) inch circular openings. It shall contain not more than fifty (50) per cent of material passing a three-quarter (3/4) inch circular opening, nor more than twenty-five (25) per cent of material passing a one-quarter (1/4) inch square opening. It need not contain any material passing a three-quarter (3/4) inch circular opening, but it shall be well graded from the maximum one and one-half (1½) inch size to its minimum size of three-quarters (3/4) inch or below.

Top course materials shall all pass a screen having three-quarter (3/4) inch circular openings and shall contain not to exceed thirty-five (35) per cent of material passing a one-quarter (1/4) inch square opening. It shall be well graded from the maximum three-quarter (3/4) inch size to dust.

Means to Prevent Separation of Fine from Coarse Materials:

In the handling of materials, the contractor shall use means which will prevent, as far as possible, a separation of the fine from the coarse materials. As far as possible, materials in being transferred into stock piles, bins, or vehicles shall be dropped vertically.

Hauling:

To assist in the compacting of surfacing materials, the contractor will be required to do his hauling, as far as practicable, over the surfacing, as it is placed. The construction of surfacing shall in all cases begin at the point nearest the point of loading materials and shall progress away from that point. The base course shall at all times be in place at least one mile in advance of the top course.

Dragging:

The contractor shall do such blading and dragging of both the base and top courses as may be necessary to bring them to a uniform grade and crown with a smooth and even surface, and as may be necessary to maintain them free from ruts and true to the crown, grade and surface to which they are first constructed. They shall be so maintained until covered, or until all surfacing to be constructed under the contract is completed.

Sprinkling or Rolling:

If, in the opinion of the Engineer, the surfacing materials should be sprinkled or rolled during the course of construction, the sprinkling or rolling shall be done by the contractor and paid for as "extra work", or shall be done by state forces, without cost to the contractor.

Finishing Shoulders and Cleaning Ditches:

After the surfacing has been placed and compacted, the earth shoulders shall be leveled down and the entire roadbed, inclusive of ditches, trimmed up so as to provide a uniformly crowned and well drained cross-section, as indicated on the plans. All excess excavated materials and all loose stones and rock fragments that may be dragged to the surface shall be deposited on the sides of embankments or otherwise disposed of to the satisfaction of the Engineer.

Measurement and Payment:

Payment for the construction of surfacing as above specified shall be made at the prices bid per cubic yard for surfacing of the particular kinds and classes included among the bid items. The quantity of any kind or class of material to be paid for shall be the number of cubic yards of that kind or class of material furnished, delivered and incorporated in the work. Measurement shall be loose measure aboard trucks or other conveyances at the point of their loading.

The unit price bid shall be understood to cover preparation of subgrade, the furnishing, screening, crushing, hauling, spreading and compacting of materials, the trimming of shoulders, the cleaning out of ditches, and all other work involved in the construction of the finished surfacing at the grad grade and to the cross-section indicated on the plans, and in accordance with these provisions.

FILLER

Where the engineer so directs, there shall be added to and incorporated with the surfacing materials, a "filler" of sand, loam or other suitable material. Materials for this purpose shall be obtained from such sources as the Engineer may select, and shall be dry and finely pulverized.

The course of surfacing in connection with which the filler is to be used, shall, immediately before the application of the filler, be shaped up and brought to uniform crown, cross section and grade, free from all ruts and inequalities. The filler shall then be spread uniformly over the course of surfacing, the spreading to be done by hand from piles of filler material dumped at convenient intervals alongside the work. The quantity of filler to be used shall be as the engineer may order.

In no case shall filler material be obtained from embankment shoulders, or slopes, and when filler material is obtained from within the right-of-way limits, the excavation therefor shall be left neatly trimmed and properly drained.

Filler shall be paid for at the price bid per cubic yard, loose measure, for that item. This price shall be understood to include and cover the excavation, hauling, and spreading of the filler material and the incorporation of same with the surfacing materials in accordance with these specifications; provided, however, that for such filler material as must be hauled more than five hundred (500) feet the contractor will be paid in addition to his bid price for filler a price for "filler-haul" of twenty-five (25) cents per cubic yard for each mile, or fraction thereof, of haul in excess of five hundred 9(500)feet.

When filler materials are obtained and hauled in such manner as to be not susceptible of accurate measurement, the quantity to be paid for shall be estimated by the engineer in such manner as appears to him to be most equitable.

6-10-22

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No.....

POST OFFICE BUILDING,
PORTLAND, OREG.

March 23, 1923.

RECEIVED
MAR 24 1923
STATE HIGHWAY COMMISSION

Mr. Herbert Nunn,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

In accordance with your request we are returning herewith specifications for Oregon 96 and 98 which were sent us by mistake.

Please send corrected copies at your earliest convenience.

Yours very truly,

C. H. Purcell,
District Engineer.

The Bureau of Public Roads,
Post Office Bldg.,
Portland, Oregon.

March 26, 1923.

PR - 96

Gentlemen:

Herewith we are enclosing six copies of an estimate of cost for the construction of the Pudding River bridge, Oregon Project No. 96.

Four blue print sets of plans have been sent you under separate cover by the Bridge Department.

Very truly yours,

HERBERT NUNN
State Highway Engineer

By

Office Engineer

Dict. by J. W. De Beam

ER

enc.

OREGON STATE HIGHWAY DEPARTMENT — PROJECT NO. 96

Pudding River Bridge on the Pacific Highway in Clackamas and Marion Counties.

(Estimate with Plans. Not as basis for Agreement)

Salem, Oregon, March 24, 1925.

1,360 Cu. Yds.	Class "A" Concrete	$ 25.00	$ 33,800.00	
150 "	Class "B" Concrete	23.00	3,450.00	
260,000 Lbs.	Metal Reinforcement	.06	15,600.00	
125,000 "	Structural Steel	.09	11,250.00	
6,000 Lin. Ft.	Piling	.75	4,500.00	
1,180 "	Concrete Handrail	5.00	5,900.00	
2,300 Cu. Yds.	Excavation	1.75	4,025.00	
200 "	Excavation below plans	4.00	800.00	
Removal of old Bridge and Maintenance of Traffic			2,000.00	
			82,325.00	
			8,232.50	
			$ 90,557.50	

State Funds Available	$55,193.61
Federal Aid Requested	35,363.89
	$ 90,557.50

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS,

DISTRICT NO. 1.

IN YOUR REPLY PLEASE REFER TO FILE No.-----

POST OFFICE BUILDING,
PORTLAND, OREG.

February 17, 1923.

RECEIVED
FEB 19 1923
STATE HIGHWAY COMMISSION

Mr. Herbert Nunn,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

The Project Statement for Oregon 96 has been forwarded from this office with recommendation for approval. The following minor corrections were made in the Project Statement before it was sent out:

Paragraph 1 - Inserted Pacific Highway.
" 4 - Length inserted 0.13 in gross, and also in net length.

In estimate, page 4, above quantities, we inserted "Structures over 20' span".

Very truly yours,

C. H. Purcell

District Engineer.

STATE Oregon

PROJECT NO. 96.
(Not to be filled in.)

Form P R 1
BUREAU OF PUBLIC ROADS
U. S. DEPT. OF AGR.

PROJECT STATEMENT

AS REQUIRED BY

FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916, AND AMENDED BY ACT APPROVED FEBRUARY 28, 1919.

(Date) January 27, 1925.

THE SECRETARY OF AGRICULTURE,
Washington, D. C

SIR:

The State of Oregon, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat. 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder,

does hereby submit by its State Highway Commission constituting the State Highway Department of said State, this project statement for the rural post road herein described, which it is proposed to construct under the provisions of said Act and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Act. The work will be done under the direct supervision of the State Highway Department under authority of Chapter 31, Laws of 1920,
(Cite statutes and resolutions or orders giving Highway Department jurisdiction.)
, in strict conformity to the provisions of the said Act and to said Rules and Regulations. After construction of the said road it will be properly maintained by State Highway Department assumes responsibility for maintenance.

1. Local name of road Pudding River Bridge at Aurora.
2. Located between Aurora and Canby, County of Marion & Clackamas
3. Points of beginning and ending Located near Aurora, between Federal Aid Projects 7 and 53.
4. Length in miles (gross) - - - - (net) - - - -

NOTE.—In preparing the Project Statement attention is directed to the Rules and Regulations. In all cases a sketch plan shall accompany statement.

8—4236

5. Miles of project used as post route ____; miles not used as post route ____

6. If a major portion of the project is not a post route, or if the project is not a "connecting link," give the facts showing the general status along the entire project as follows: Whether the country is thickly or sparsely settled; if the latter, the probability of increased settlement; the purposes for which the contiguous lands are used, their fertility and general character; whether desired for and capable of more intensive development; and such further facts as will tend to show the general character of the community in which the road is located and the need for and desirability of constructing or improving the same.

(Use additional sheets, if necessary, and indicate the sections referred to by same letters as on sketch map.)

7. Places on the project having a population of 2,500 or more as shown by the latest Federal census and mileage of each None

8. Tolls collected on roads or bridges on this project, if any None

9. Is project part of State's five-year program heretofore submitted? None

10. Purpose project will serve and relation it bears to the road system of the State. (See Reg. 3, Sec. 1, and Reg. 4, Sec. 1.) Portion of Pacific Highway. Proposed Federal Aid Primary Highway.

11. Improved roads adjacent or contiguous and type of each 16' paved highway immediately north and south of this gap.

(Give distinguishing marks to identify on sketch map.)

12. Through traffic, approximate average daily number of (*a*) trucks 105, (*b*) passenger motor vehicles 1300, and (*c*) horse-drawn vehicles 25

13. Local traffic, approximate average daily number of (*a*) trucks ____, (*b*) passenger motor vehicles ____, and (*c*) horse-drawn vehicles ____

14. Description and present condition of traveled way Approaches to existing structure are gravel surfaced. Present bridge inadequate for present traffic.

15. Proposed width of surfacing ....18'-0"....; feet between ditches .....-.-.....; approximate maximum gradient.....per cent.

16. Proposed type of construction ....Standard Reinf. Conc. and Steel.....

17. Location, nature, and extent of deposits of local materials suitable for use on this project ....Gravel of doubtful quality in immediate vicinity of structures.....
(Where practicable show by distinguishing marks on sketch map.)

18. Location and length of each bridge to be built or rebuilt requiring a length of more than 20 feet.....
(Designate each by the same distinguishing marks as on sketch map.)

700 lin. ft. of bridge

19. State's share of cost of construction will be provided by ....State.....
(State or (and) county.)

20. Amount of funds which are / will be available for construction: (a) State $1,056.40 and such additional amounts as may be required. Sale of bonds authorized.
(Amount.) (Source; refer to statute.)

(b) County.....
(Amount.) (Source; refer to statute.)

21. Funds for maintenance to be provided by ....State....
(State or (and) county.)

RESOLUTION

In view of the fact that the State Highway Commission was authorized by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways;

IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 237 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties for which a suitable contract will be entered into, will be sufficient to maintain all state roads constructed by the State Highway Commission or jointly by the Commission and the Federal Department of Agriculture, as provided for in the Federal Aid Road Act; and

BE IT RESOLVED, that the state assumes responsibility to the Federal Government for the proper maintenance of all highways constructed in cooperation with the Federal Government under any federal act providing for cooperative road construction, the state to make whatever arrangements with the various counties it may deem necessary to meet this obligation in accordance with

(Designate each by the same distinguishing marks as on sketch map)

700 lin. ft. of bridge

19. State's share of cost of construction will be provided by State.

(State or (and) county.)

20. Amount of funds which are / will be available for construction: (a) State $1,056.40 and such additional amounts as may be required. Sale of bonds authorized.

(Amount.) (Source; refer to statute.)

(b) County.....

(Amount.) (Source; refer to statute.)

21. Funds for maintenance to be provided by State

(State or (and) county.)

RESOLUTION

In view of the fact that the State Highway Commission was authorized by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways;

IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 237 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties for which a suitable contract will be entered into, will be sufficient to maintain all state roads constructed by the State Highway Commission or jointly by the Commission and the Federal Department of Agriculture, as provided for in the Federal Aid Road Act; and

BE IT RESOLVED, that the state assumes responsibility to the Federal Government for the proper maintenance of all highways constructed in cooperation with the Federal Government under any federal act providing for cooperative road construction, the state to make whatever arrangements with the various counties it may deem necessary to meet this obligation in accordance with the laws of the State of Oregon and the Federal Aid Road Act, and any other Federal Law that may have been, or may be, enacted to further road improvement in the State of Oregon.

I, Roy A. Klein, duly appointed Secretary for the Oregon State Highway Commission, hereby certify that the above resolution was unanimously adopted by the Oregon State Highway Commission, at its regular meeting held at Salem, Oregon, on August 7, 1917, all members being present and voting, and at a special meeting held in Portland on September 25, 1917, a majority being present and voting, when an amendment was made to the original resolution to make it read as above.

Roy A. Klein

Secretary.

23. List of attached or previously submitted certified copies of resolutions or orders by the county or other local subdivision of the State respecting the funds which are or will be available for construction and maintenance. (See Sec. 5, Reg. 4)

24. List of forms of the contract and of the contractor's bond attached hereto or previously submitted and proposed to be used in connection with this project

State Highway Department standard forms of Contract and Contractor's Bond.

25. Reconnaissance estimate of cost of project:

Made by _____ Date _____, 19____

Approximate Quantity.	Unit.	Item.	Price.	Amount.
	Cu. yds.	Excavation, ____% rock		
	Sq. yds.	Surfacing of		
1092	cu. yds.	Class "A" Concrete	25 00	27,300 00
102	cu. yds.	Class "B" Concrete	22.00	2,244.00
168,000	lbs.	Metal Reinforcement	06	10,080 00
104,000	lbs.	Structural Steel	085	8,840 00
1,174	lin. ft.	Handrail	5 00	5,870 00
1,000	lin. ft.	Piling	80	1,440 00
620	cu. yds.	Excavation	2 50	1,550.00
		Structures of 20′ span or under		
		Structures over 20′ span		
		Other items		

27. Payment desired on completion or as work progresses ..... as work progresses. .....

28. Official, officials, or depository authorized by State law to receive public funds of the State or county and designated by the State Highway Department to receive Federal funds for this project ..... Treasurer of the State of Oregon, Salem, Oregon. .....

29. Additional remarks .....

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

Oregon State Highway Commission.
(Official title of Highway Department.)

By .....

Chairman.
(Title of officer.)

By .....

Commissioner,
(Title of officer.)

By .....

Commissioner.
(Title of officer.)

8—4156

OREGON STATE HIGHWAY DEPARTMENT

PACIFIC HIGHWAY

PUDDING RIVER BRIDGE

MARION & CLACKAMAS COUNTIES

P. R. PROJ. NO. 96

Scale 1 in = 100 ft.

Jan. 1923

MARION CO.

Garden

Garage

Shed.

House

Bridge Under Construction

Cultivated

Cultivated

Cultivated

CHANNEL

RELIEF

Barn

House

Cultivated

7+99

4+97½

4+52

3+08

2+31

1+33

0+75.6

Barn

House

Cultivated

7+99

Proposed Bridge (Replaces Exi

4+972

Construction

Ho

Garage

Ho

Garden

Shed.

MARION CO.

CLACKAMAS CO.

PUDDING RIVER

Pasture

House

Cultivated

7+99

Proposed Bridge (Replaces Existing Bridge)

Cultivated

14+969 = 198+90

Garage

A6

Garden

Pasture

Shed.

MARION CO.

CLACKAMAS CO.

PUDDING RIVER

t e &

(c) 14+969 = 198+90

To Portland →

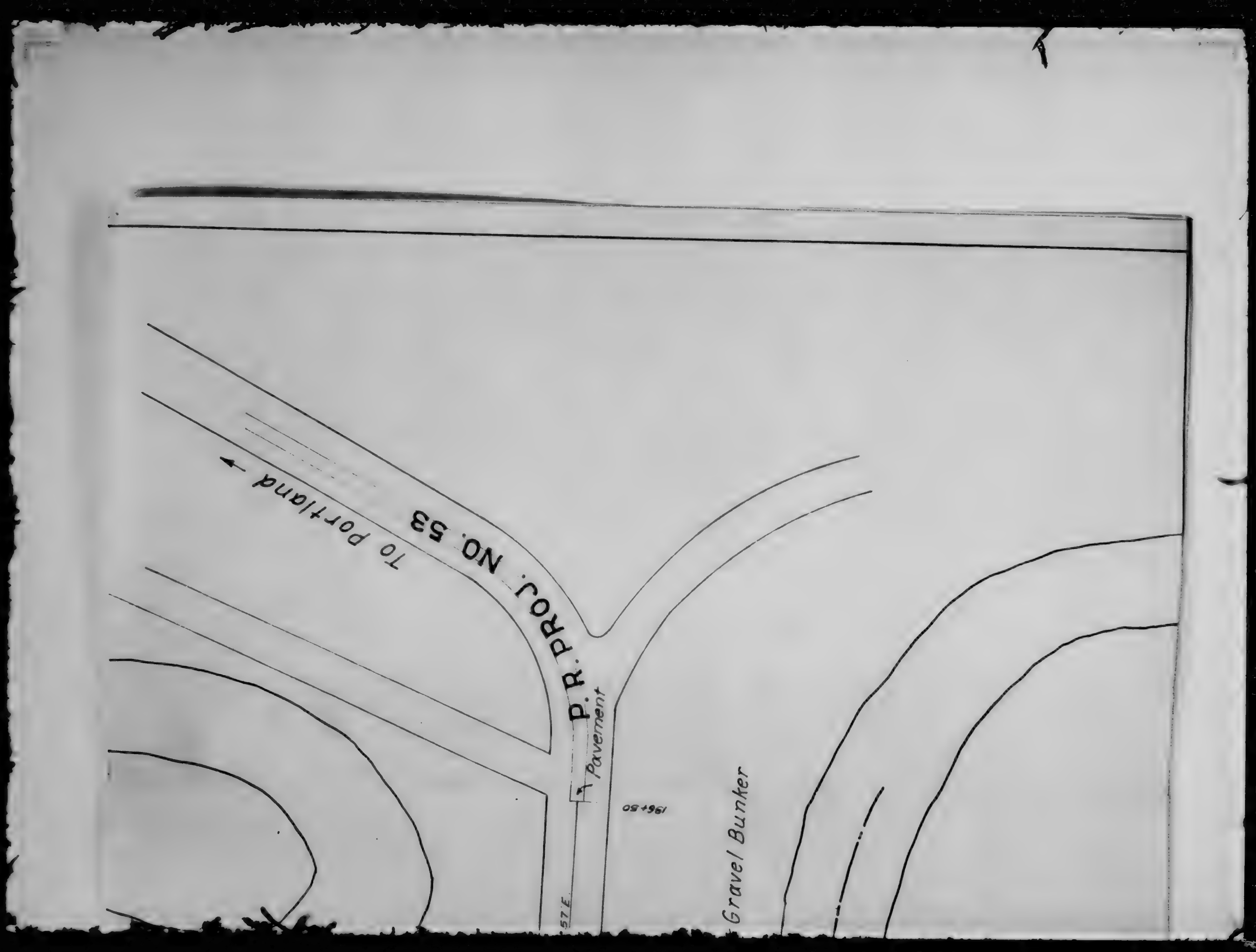
P. R. PROJ. NO. 53

S 49°57 E

Pavement

196+80

Gravel Bunker


To Portland
PROJ. NO. 53
P.R.R.
Pavement
196+50
Gravel Bunker

CONTRACT #653

SEE:

CONTRACT #459

c53 SEE: Contract 459

CONTRACT #655

PR 72 Criterion-Madras-Cow 1922-1924

655

#655-330K

7.72

January 12, 1924.

United States Fidelity & Guaranty Company,
C. C. Price, Manager,
Porter Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway contract No. 655, for the construction of the Cow Canyon Section of the Dalles-California Highway in Wasco County, consisting of 7.72 miles of broken stone surfacing, has been completed by the contractors, Montague-O'Reilly Company, and that final settlement will be made by the State with said contractors for work done under said contract on or after January 22nd 1924.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as surety on the bond furnished by said contractors.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

Chief Clerk.

Dict. by J. McFarland.

December 21, 1923

file P.R. #72

Mr. Charles Berg,
654 Dekum Avenue,
Portland, Oregon.

Dear Sir:

With further reference to your claim against this department for filler supposed to have been taken from your property at the head of Cow Canyon in connection with state highway construction in that vicinity, we have to report as follows:

This matter has been taken up with both the Division and Resident Engineers under whose supervision the road work was performed, and they report that only 390 cubic yards of material was taken from your property, which amount was taken out this year by contractors Montague-O'Reilly Company.

The original intention was to use a much larger amount of filler and it was thought that it would be necessary to take this from your property. However, after a thorough trial was made of this material, of which 390 cubic yards were used, it was decided that the experiment was not a success and the pit was abandoned. We have been informed by Mr. Montague of the Montague-O'Reilly Company that he sent you a check for $40.00 which was to pay for the yardage that was actually taken from your property. This statement is confirmed by that of the timekeeper who was on the job. You will note that $40.00 for the 390 cubic yards taken is at the rate of 10 cents per cubic yard while the original price agreement between Mrs. Berg and our resident engineer Mr. Newland, was for only 2 cents per cubic yard.

Our engineers report that there was absolutely no filler taken from your property prior to the time that the 390 cubic yards were taken out by the Montague-O'Reilly Company. It seems that Mrs. Berg took the matter up with Mr. Newland at one time and neither one of them was able to locate any point where the forces at work had made any excavation outside of the limits of the right of way.

Charles Berg - 8. 12-21-1923

The circumstances being as stated above we are sorry to advise that we cannot allow your claim for filler.

Relative to your claim for damage caused by range cattle destroying your potato crop, will say that this is a matter which will necessarily have to be taken up with the contractors Montague-O'Reilly Company. Their Portland address is 513 Commonwealth Building.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Chief Clerk.

HBG:LM

S. S. MONTAGUE,
PRESIDENT AND MANAGER

512 COMMONWEALTH BUILDING
11 NORTH SIXTH STREET
BROADWAY 2447

MONTAGUE-O'REILLY COMPANY

GENERAL CONTRACTORS

PORTLAND, OREGON

HIGHWAY CONSTRUCTION
GENERAL CONSTRUCTION
PAVEMENTS, ROADS
SEWERS, WATER WORKS
CONCRETE

December 18, 1923.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:- Attention: Mr. H.B. Glaisyer.

We have your letter of December 17th regarding claim filed by Mr. and Mrs. Charles Berg of Portland in the sum of forty dollars ($40.00). We mailed them a check some time ago covering the filler taken from their property for use in the improvement recently completed by us in Cow Canyon. This we paid for on a royalty basis of two cents per cubic yard which price was agreed upon, as we understand it, by Mrs. Berg and your resident Engineer, Mr. Newland. We believe that the principal yardage in question was taken by the State Highway Department prior to our contract for this improvement and, if such is the case, it would not in any way involve us.

We will look into the matter further and if we are responsible we will see that the claim is satisfactory.

Very truly yours,

Montague-O'Reilly Company,

By S. S. Montague

December 17, 1923

Montague-O'Reilly Company,
11 N. 6th Street,
Portland, Oregon.

33 PK

RR72

Gentlemen:

A claim has been filed with this Department by Mr. and Mrs. Charles Berg of Portland, Oregon, covering filler taken from their property at the head of Cow Canyon in connection with the surfacing of the Cow Canyon Section.

In their letter they state that a certain amount of filler was taken last fall, amounting to $40.00. We have taken the matter up with our resident engineer Mr. Newland and he states that 390 yards of this material was taken from their property last fall and that your superintendent was informed of this amount. He also states that he was informed by your timekeeper that a check had been sent to Mrs. Berg in payment of this yardage. Will you kindly advise us if this is correct?

Very truly yours,

ROY A. KLEIN,

State Highway Engineer.

By

Chief Clerk.

HBG:LM

Portland Oregon
Dec 14th 1923

Mr Roy a Klein
Salem Oregon

REFERRED TO
Wallace
BY R. A.

Dear Sir.

Have not been able to find out who is responsible for the damage to crop where filler was taken to use on Highway Cow Canyon road Wasco Co. Oregon. The fence was left down and cattle destroyed the crop. Montague O'Reilly Co said To find out from you. How much a yd does the county or contractors pay for filler used on Highway work?

ANSWERED
H. B. O.

ber 8, 1925

for filler supposed
ead of Cow Canyon,
which you state
fall to the amount

ount we arrived at,
herewith?

by return mail.

y Engineer.

text thus up personally with
12/17 - to see how rendering
montagues O'Reilly have paid for the 3T.
other men pay 2 yd for the yardage.
$ 7.80

Please let me hear from
You in regards to this matter
and Oblidge
Mr Charles Burg
654 Rekum ave
Portland Oregon

December 9, 1925

Mr. Charles W. Berg,
654 Delcan Avenue,
Portland, Oregon.

Dear Sir:

With further reference to your claim for filler supposed to have been taken from your property at the head of Cow Canyon, please refer to your letter of November 8th in which you state that filler was taken from your property last fall to the amount of about $40.00.

Will you kindly advise us how this amount was arrived at, giving us detailed information in connection therewith?

We would appreciate this information by return mail.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Chief Clerk.

HBG:LM

test thru up personally with wages in Wic
12/17 - Le says boy working on account
mentions O'Neill has paid for the 390 yds.
otherwise boy 2 yd for the yardage. $ 7.80

December 4, 1928

35 PK (P R)

Mr. Charles W. Burg,
654 Dekum Avenue,
Portland, Oregon.

Dear Sir:

We have your letter of the 1st inst. with further reference to your claim for filler taken from your property at the head of Cow Canyon.

In reply will say that we have not as yet received definite information from our Division Engineer under whose supervision this particular contract was undertaken. Kindly rest assured that we have not forgotten the matter and you will be advised as soon as we receive definite information from the responsible party.

We are wondering if you ever received a check from the Montague-O'Reilly Company for filler taken from your property last fall. Will you kindly inform us?

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

BY

Chief Clerk.

HBG:LM

FORM 2A 22664 10M-10-23

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

RECEIVED
DEC 6 1923

OREGON STATE HIGHWAY COMMISSION

SALEM

The Dalles, Oregon December 5, 1923

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Attention: H. B. Glaisyer.

Dear Sir:

In reply to your letter of December first in connection with claim of Mr. & Mrs. Chas. Berg, for filler taken from their property at the head of Cow Canyon, will state that Mr. Newland has written me a letter of explanation, a copy of which is attached hereto, and which I believe is self-explanatory.

Should you desire any additional information regarding this claim, I will be glad to take the matter up further with Mr. Newland.

Yours very truly,

C. W. WANZER,
Division Engineer.

By H. N. Hackett
Office Engineer.

Encl.
HNH-vc

cc R. P. Newland.

COPY

Madras, Ore.
Dec., 2, 1923.

Mr. C. W. Wanser,
Division Engineer,
The Dalles, Ore.

Dear Sir:-

Please refer to Mr. Klein's letter to you, dated Dec., 1st., regarding the claim of mr. and mrs. Berg for filler taken from their property for use on the Cow Canyon grade.

Mr. and Mrs. Berg own the pit of blow sand at the head of the Cow Canyon grade, about Sta. "3" 15. In order to straighten out this matter I will state that the Berg claim covers not only the work in connection with the Montague-O'Reilly contract but also a claim against the State for filler taken at the time the State forces were at work in the canyon a year ago.

Regarding Paragraph #2 of Mr. Klein's letter. The statement of 390 yards covers the amount of filler taken under the Montague-O'Reilly contract. The contract states that the Contractor shall pay for all material entering into the construction of the road. The amount of this yardage was given the contractor and I was informed that Mrs. Berg had been given a check.

Paragraph #3 of my letter of the 20th. referred to the claim arising from the work done by us a year ago, and having nothing to do with the Montague contract. Mrs. Berg brought this question up but seemed unable to show me where filler was taken and I was unable to find an indication that we had gone outside of our right of way. I do not believe that this claim should be considered.

When work started on the Montague contract we arranged with Mrs. Berg for the filler at a rate of two cents, and at the time, as you will remember, we expected to use it on nearly four miles of road. However when the work started we found that the filler, a blow sand, would not compact sufficiently to bind the base, and so after using but 390 yards, as stated, we abandoned the pit

I think that this matter will be perfectly clear if it understood that paragraph #3 of my letter of the 20th., to you, and also paragraph #3 of the Berg letter of the 8th. to Mr. Klein both refer to material supposed to have been taken last year by State forces who were placing filler on the mucky sub-base in order to make it passable. This was long previous to the Montague contract. As I have stated I believe this claim is not a correct one and should be rejected as there was no visible evidence that our foreman had gone beyond the limits of the right of way.

Mr. and Mrs. Berg probably expected a considerable revenue from the sale of filler, and would have received it had we carried out our plan of using it on the entire north end. The material, as you know, was in uncultivated dunes, and was absolutely without value for agricultural purposes.

Again in regard to the material alleged to have been taken last year I will state that I did not myself see either Mr. Berg or Mrs. Berg in regard to filler and the foreman did not inform me of making any arrangement himself. I am at loss to know how the amount of $ 40.00 was arrived at. Mrs. Berg did not know where the filler in question was taken and I was unable to locate a pit outside the right of way.

Very truly yours,

R. P. Newland
Resident Engineer.

December 1, 1923

P R 72

Mr. C. W. Wanser,
Division Engineer,
The Dalles, Oregon.

Dear Sir:

Please refer to Mr. Newland's letter of November 20th regarding the claim of Mr. and Mrs. Berg for filler which they allege was taken from their property at the head of Cow Canyon.

It is not exactly clear to us just what Mr. Newland means in the second paragraph of his letter. He states that he gave the contractors superintendent Mr. Dessault a statement of the yardage involved, which amount was 390 cu. yds. He also states that the contractor's timekeeper informed him that a check had been sent to Mrs. Berg apparently to cover the purchase of this yardage. This would seem to indicate that filler had been taken from the Berg property and that the contractor assumed the expense.

However, in paragraph 3, Mr. Newland states that Mrs. Berg and he were unable to locate any place where filler had been taken from her property, neither could he locate any place where filler was taken outside the right of way. These statements seem to contradict one another and the matter is further complicated by the fact that in the last paragraph of his letter he states that they did give this filler a trial but on account of its not being a success it was discontinued.

We would like to ask just where the 390 yards came from which Newland mentions in paragraph 2 and also where is the pit he mentions in paragraph 3 concerning which he told Mrs. Berg that we would be willing to pay for any material which was taken therefrom. If you can enlighten us in this matter we will appreciate it as it is imperative that we get the matter correct in our minds before advising Mr. and Mrs. Berg further in connection with it.

Mr. Newland mentions the fact that he is getting filler for the price of 2¢ per yard. Would like to know in connection with what job this price of filler is obtained. There is one other thing we would like to mention - suppose the 390 yards of filler had actually been taken from the Berg property - who in your opinion is liable to Mr. and Mrs. Berg for the payment of royalty in connection therewith - the state or the contractor?

C. W. Wemmer - 2. 12-1-1923

Mr. Rowland told Mrs. Berg that we would be willing to pay for any material taken from a certain pit according to his statement in paragraph 3 of his letter. In paragraph 8 of his letter he states that his understanding from the terms of the contract was that the contractor was to pay for all material entering into the construction of a road. If the contractor is not liable for this expense why did he send a check to Mrs. Berg (you will recall that Mr. and Mrs. Berg state in their letter that they never received the $40.00 which was supposed to have been paid for this filler).

Would thank you for any information you can give us that will clear this situation up.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Chief Clerk.

HBG:LM

cc. R. P. Rowland, Resident Engineer, Madras, Oregon.

...AKER, CHAIRMAN
...ZER, PORTLAND
...ALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

The Dalles, Oregon November 24, 1923

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Attention: H. B. Glaisyer

Dear Sir:

In reply to your letter of November 15th in regard to claim for Mr. & Mrs. Charles Burg, Portland, please see copy of letter attached from Resident Engineer R. P. Newland, which is self-explanatory.

If any further information is desired in this connection, will be glad to take it up further with Mr. Newland and the Contractors, Montague-O'Reilly.

Yours respectfully,

C. W. WANZER,
Division Engineer.

By H. Hackett
Office Engineer.

Encl.
HNH-vc

Madras, Oregon November 20, 1923

NOV 24 1923

Mr. C. W. Wanzer,
Division Engineer,
The Dalles, Oregon.

Dear Sir:

Regarding your letter of the 16th covering the claim of Mr. Charles Burg, for filler taken from his place at the head of the Cow Canyon grade.

It is my understanding from the Montague-O'Reilly contract (Page #2, Special Provisions) that the contractor is to pay for all material entering into the construction of the road. I furnished the superintendant, Mr. Dessault, with a statement of the yardage involved, a copy of which was sent to your office. The timekeeper tells me that he has sent a check to Mrs. Burg. The amount involved was 390 yards.

At the time we looked at the pit Mrs. Burg mentioned damage last fall and I stated that we were willing to pay for any material we used. However she seemed unable to locate the place where the filler was taken and I can locate no place where we got off the right of way. I do not know how the amount of $40.00 was arrived at. At the price we were paying this is the equivalent of 2000 yards, which is a considerable quantity, while I was not able to find a sign of any encroachemtn

It is not possible for me to settle the question of the damage to crops. Montague and O'Reilly had a temporary fence up, around the pit, but is is possible that cattle got through it. The contractors would be entirely responsible for any such damage.

I am of the opinion that in arranging for the filler on a yardage basis these people expected a considerable revinue, however the material, a blow sand, did not prove to be a success and we discontinued its use after a short trial.

(Signed) R. Pl Newland.

November 15, 1923

83 GB

Mr. C. W. Wanzer,
Division Engineer,
The Dalles, Oregon.

Dear Sir:

Enclosed herewith please find copy of a letter which we have received from Mr. and Mrs. Charles Burg of Portland, Oregon, which is self-explanatory.

Knowing nothing of the details in connection with their claim we are referring the matter to you for your investigation. Will you kindly give this matter your consideration and advise us of your findings so that we can reply to Mr. Burg.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Chief Clerk.

HBC:LM

1 Encl.

Portland Oregon
Dec 1st 1923

Mr Roy Klein
Salem Ore.,

Dear Sir

Reid your letter of Nov. 15th stating you would let me know soon as possible about the payment of filler Taken from our property to be used on State Highway head of Cow-Canyon Wasco County Oregon. Please let me Know soon as possible as would like to get this settled.

and Obledge

ANSWERED
H B.

Charles. W. Burg
654 Stepum Ave Portland Oregon

...ember 15, 1923

33 GD

...letter of the 6th inst.
...your property by the
...th the surfacing of their
...Dalles-California Highway

...our Division Engineer Mr.
...vestigation. You will be
...we hear from Mr. Wanser.

...ours,

...,
...Highway Engineer.

...f Clerk.

HBG:LM

November 15, 1923

33 GD

Mr. Charles Berg,
654 Dekum Avenue,
Portland, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of the 8th inst. regarding your claim for filler taken from your property by the Montague-O'Reilly Company in connection with the surfacing of their contract for the Cow Canyon Section of The Dalles-California Highway in Wasco County.

We are referring your letter to our Division Engineer Mr. C. W. Wanser at The Dalles, Oregon, for investigation. You will be advised further of our findings as soon as we hear from Mr. Wanser.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By,

Chief Clerk.

HBG:LM

Broadway Laundry & Towel Supply Co.
335 East Broadway
Portland, Oregon

November 8, 1923.

NOV 13 1923

Mr. Roy A. Klein,
Salem, Oregon.

Dear Sir:

I am writing you in regards to sand taken off our place to be used as a filler on Highway at the head of Cow Canyon, Wasco County, Oregon.

Montague O'Reilly had the contract on the road. Mr. Montague said for me to write to you in regards to payment for same.

There was some taken out last fall which came to about $40.00, we were to receive payment for but never received same. The Superintendent for Montague O'Reilly has the yardage taken out this summer.

Another thing the fence was left down and the range cattle destroyed the potato crop. I want to find out who is responsible for crop and who to collect from.

Respectfully yours,

Mr + Mrs Charles Burg
654 Delaware ave
Portland
Oregon

655 Cow Canyon Wasco Co. Ore. Sec. 9 Township 1 North Range 14 East

Form No. 33—32292—6M—8-23

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

PR72

Job Name Cow Canyon

Highway Dalles-California

County Wasco Job Prefix 33Pk

Date Nov 27, 192

Week from Nov 18 to Nov 24

Mail Address Madras

Telegraph or Telephone Address Madras

Express and Freight Address Madras

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

The contractor has dismanteled his plant and has stored a portion of the machinery at the side of the road. The portion of the road under the bunkers has been surfaced but it cannot be smoothed until next week when the bunkers will be torn down.

The entire road is in excellent shape and while it is somewhat loose in spots it will probably set better without more filler.

I am keeping John Tranmer, who did the spreading and blading, as a maintenance man at $ 7.50 per day.

(See back of this sheet for instructions and detailed information.)

Signed R P Kincaid

Title RESIDENT ENGINEER

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... men,
..... teams, ... steam shovels

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project 7.72

Miles completed 7.72

Miles partially done 0

Average daily yardage placed this week ..... ~~116~~ 0

Average daily yardage necessary to complete on time ..... Com

Contractor's average force for week ..... 5 men,

..... 1 teams, ... 1 trucks

Percentage of total required yardage now in place 100%

Surfacing will be completed about ..... Nov 27

Number men in Engineering Party 1

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... 33 PK ..... Percentage 40

Other jobs ..... 33 PN ..... Percentage 30

Other jobs ..... 33 PN-1 ..... Percentage 30

Other jobs ..... Percentage .....

33PK Draina
File 53

Madras, Ore.
July, 14, 1923.

Mr. C. W. Wanzer,
Division Engineer,
The Dalles, Ore.

PR#72

Dear Sir:-

Regarding the drainage at the head of Cow Canyon. The Highway between Sta. "B" 15-00 and "B" 20-00 is across a swamp or pond which has no natural outlet, there being more or less standing water through the entore season. At the time of the construction we thought that the cut ditches, in the summit cut, would take care of this drainage but they are not large enough to do so.

Levels have been taken around this pond and it seems that it cannot be drained without a considerable expense as the necessary ditching would have to be through solid rock. However I believe that we can remedy the situation by the installation of another culvert and by placing a dyke across the borrow pit so that all possible drainage will be diverted from the pond at the head of the canyon. I am attaching a force order covering this work.

Very truly yours,

R P Haviland

APPROVED
JUL 17 1923
C. W. Wanzer
DIVISION ENGINEER

JUL 13 1923

Force Order #
33PK File 53

Madras, Ore.
July, 14, 1923.

Mr. C. W. Wanzer,
Division Engineer,
The Dalles, Ore.

PR #72

Dear Sir:-

I am submitting herewith Force Order #5 on the Cow Canyon section. This covers the repair of the damage done by the cloudburst at the head of Cow Canyon . In placing the grade in shape it is my intention to carry the full borrow ditch through the cut at Sta. "B"14.00

Very truly yours,

R. P. Newland

APPROVED

JUL 17 1923

C. W. Wanzer
DIVISION ENGINEER

JUL 19 1923

Sac

July 6, 1923.

Mr. C. W. Wanzer,
Division Engineer,
The Dalles, Oregon.

PR #72

Dear Sir:

Receipt is acknowledged of your letter of July 2, returning the extra work order covering ditch excavation on the Cow Canyon Section, with advice that the contract under which this extra work order is issued, included no unit price for excavation.

At the time this extra work order was returned to you, we had in mind that it applied to the Montague-O'Reilly contract for the grading and surfacing of the Jarvise Creek Section. It would not have been returned had we not been in error on this point.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

3EP:AP

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

33PK - Extra Work.
File 53.

The Dalles, Ore., July 2, 1923.

NOTED.
R.A.K.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Attention Mr. Probert.

Dear Sir:

Referring to your letter of June 29th returning extra work order for construction of extra drainage on the Cow Canyon Section of The Dalles-California Highway, please be advised that contrary to your suggestion that this work be done on unit prices, it will be necessary to do this as outlined as extra work, for the simple reason that the contract with Montague-O'Reilly Company does not cover excavation, or any other items except broken stone surfacing and filler. Also for your information, it was contemplated at the time that this contract was let that there would be considerable cleaning of ditches and slides, amounting to approximately $1,500.00, which would be necessary to be done by force account.

Enclosed please find the extra work orders returned, and requesting that you approve the same.

Yours very truly,

C. W. Wanzer

C. W. Wanzer,
Division Engineer.

RECEIVED
JUL 5 1923
OREGON
STATE HIGHWAY COMMISSION

CWW:kl
Encls.

ANSWERED
S. H. Probert

Form No. 39.

Report #1

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

RECEIVED
JUN 25 1923

Date June 17 1923, 192..

Job Name Cow Canyon

Week from June 10 to June 16

Mail Address Madras

Highway Dalles-California

Telegraph or Telephone Address Madras

County Wasco Job Prefix 33PK

Express and Freight Address Madras

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

The contractors are on the ground with a crew of about six men and are engaged in sinking test holes and building a detour road. The tests so far indicate that there will probably be a sufficient quantity of material in the dice rock quarry.

The plant is at Shaniko but on account of the slippery condition of the roads it has not been moved as yet.

NOTED
WANC

(See back of this sheet for instructions and detailed information.)

Signed R P Kenland

Title RESIDENT ENGINEER

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week .....men,

.....teams, ...steam shovels

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project 7.72

Miles completed None

Miles partially done None

Average daily yardage placed this week None

Average daily yardage necessary to complete on time 182

Contractor's average force for week 6 men,

No teams, No trucks

Percentage of total required yardage now in place None placed

Surfacing will be completed about Sept 30 1923

Number men in Engineering Party None

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE.—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week .....men,

.....teams, ...trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem Office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job	33PK	*Percentage*	5
Other jobs	16PB 16PB1	*Percentage*	65 16
Other jobs	16MF 78-391	*Percentage*	5 9
Other jobs		*Percentage*	

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS,
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.....

June 16, 1923.

POST OFFICE BUILDING,
PORTLAND, OREG.

JUN 18 1923

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The project agreement and certificate, covering Oregon 72, Cow Canyon section, have been executed. Enclosed herewith is an original copy each of the agreement and certificate for your files.

Yours very truly,
C. H. PURCELL, District Engineer,

By _____
Acting

Form P. R. 2

State Oregon

Project No. 72

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

AMENDED FEBRUARY 28, 1919

AND

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

WASHINGTON
GOVERNMENT PRINTING OFFICE
1922

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 4th day of May, 1923

by and between the State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended by act approved February 28, 1919 (40 Stat., 1189), entitled "An Act Making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," and by Act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes":

Whereas the Highway Department of said State submitted on the 20th day of May, 1922, a project statement, which was approved by the Secretary on the 5th day of September, 1922, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 12th day of December 1922, and approved by the Secretary on the 28th day of May, 1923; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of twenty-three thousand, nine hundred seventy-four and 76/100

dollars ($23,974.76) as the share of the United States payable under said act on account of said project, which does not exceed 61.13673 per cent of the total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT.

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State from sale of Bonds authorized by Legislature under Chapter 175, Laws of 1917, and Chapter 31, Laws of 1920 (Include amount, date, and citation of act of legislature by which authorized.)

*(b) By the count..... of ..... (Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

such funds having been placed under the direct control of the Highway Department by .....

(State how placed under direct control of Highway Department.)

*(c) By the count..... of ..... (Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

*(d) .....

ROAD EMBRACED IN PROJECT.

ARTICLE II. This agreement covers the following road as described in detail in said surveys, plans, and specifications:

Between survey station 141+86.1 near the northwest corner of Sec. 33, T.7 S., R. 15 E., and survey station 268+90.9, a point on the Wasco-Jefferson Counties line terminal points, a distance of 7.72 miles, known locally as the Cow Canyon Section of The Dalles-California Highway, Wasco County.

CHARACTER AND METHOD OF CONSTRUCTION.

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.

(*b*) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT.

ARTICLE IV. The United States pro rata share of the cost of said project shall not in any event exceed (*a*) the said sum of twenty-three thousand, nine hundred seventy-four and 76/100 dollars, certified to the Secretary of the Treasury as above mentioned, being 61.13673 per cent of thirty-nine thousand, two hundred fifteen and 00/100 dollars, the approved total estimated cost of said project, nor (*b*) the said per centum of the value of the labor and materials which shall have been actually put into the construction of said project in conformity to said plans and specifications.

PAYMENTS.

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of the said certified sum, or so much thereof as may be due under the terms hereof, to .....

.....
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the ..... of .....
(State or county.) (Name.)

(Strike out if not appropriate.)

STRICKEN OUT

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to .....

.....
the State Treasurer
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(State or county.) (Name.)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $ 24,454.62 per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT.

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: .....
(Include reference to statute authorizing

RESOLUTION

In view of the fact that the State Highway Commission was authorized by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways,

IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 237 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties

...s of Article III hereof. (Strike out if not appropriate.) ...uction work in compliance with the require-

In no event shall payment or payments made by the United States be in excess of $ 24,454.68 per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT.

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: .....

(Include reference to statute authorizing

RESOLUTION

In view of the fact that the State Highway Commission was authorized by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways,

IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 237 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties for which a suitable contract will be entered into, will be sufficient to maintain all state roads constructed by the State Highway Commission or jointly by the Commission and the Federal Department of Agriculture, as provided for in the Federal Aid Road Act, and

maint

.....

.....

Depa

of ...

BE IT RESOLVED, that the state assumes responsibility to the Federal Government for the proper maintenance of all highways constructed in cooperation with the Federal Government under any federal act providing for cooperative road construction, the state to make whatever arrangements with the various counties it may deem necessary to meet this obligation in accordance with the laws of the state of Oregon and the Federal Aid Road Act, and any other Federal Law that may have been, or may be, enacted to further road improvement in the State of Oregon.

I, Roy A. Klein, duly appointed Secretary for the Oregon State Highway Commission, hereby certify the above resolution was unanimously adopted by the Oregon State Highway Commission, at its regular meeting held at Salem, Oregon, on August 7, 1917, all members being present and voting, and at a special meeting held in Portland on September 25, 1917, a majority being present and voting, when an amendment was made to the original resolution to make it read as above.

ROY A. KLEIN

Secretary

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the .....,
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: .....

(Include reference to statute authorising

.....

funds, probable amount annually available, and how will be placed under direct control of Highway Department.)

.....

*(*b*) By the .....,
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .....

(Include reference to statute authorising

.....

funds and probable amount annually available.)

.....

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: .....

.....

.....

.....

*(Strike out if not appropriate.)

STRICKEN OUT

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 28th day of May, 1923.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department.)

By .....
Chairman, State Highway Commission
(Title of officer.)

By .....
Member, State Highway Commission
(Title of officer.)

[SEAL.]

By .....
Member, State Highway Commission
(Title of officer.)

By .....
(Title of officer.)

By .....
(Title of officer.)

[SEAL.]

.....
ACTING Secretary of Agriculture.

P86

Form No. PR. 8

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(*Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, as amended by "An Act making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," approved February 28, 1919, and by "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," approved November 9, 1921 (42 Stat., 212).*)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between survey station 141+86.1 near the northwest corner of Sec. 33, T. 7 S., R. 15 E., and survey station 268+90.9, a point on the Wasco-Jefferson Counties line locally known as the Cow Canyon Section of The Dalles-California Highway, Wasco County, and designated in the records of this Department as Project No. 72, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $39,215.00 as the total estimated cost of said project, and the sum of $23,974.76 as the share of the United States, payable under said acts on account of such project, which does not exceed 61.13673 per cent of said total estimated cost.

Done in the District of Columbia, this 28th day of May one thousand nine hundred and Twenty-three, as witness my hand and the seal of the Department of Agriculture.

C. W. Pugsley
ACTING Secretary of Agriculture.

GOVERNMENT PRINTING OFFICE 8—4820

NOTED
R.A.K.

The Bureau of Public Roads,
Post Office Bldg.,
Portland, Oregon.

April 18, 1923.

PR - 72

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for project agreement on the Cow Canyon Section, Oregon Project #72.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer

Dict. by J. W. De Soura

[redacted]

enc.

OREGON STATE HIGHWAY DEPARTMENT — PROJECT NO. 76

Cow Canyon Section of The Dalles-California Highway in Wasco County

(Estimate as basis for project agreement. Based on contract prices)

Salem, Oregon, April 18, 1933.

8,500	Cu. Yds.	Broken Stone Surfacing, Top Course	$ 2.34	$ 19,890.00
6,500	" "	Broken Stone Surfacing, Base Course	2.23	14,885.00
2,500	" "	Filler	.35	875.00
			Sub-total	$ 35,650.00
			10% Engr. & Cont.	3,565.00
				$ 39,215.00

Length of Project 7.72 miles

Cost per mile $5,079.66

State Funds Available $15,240.24

Federal Aid Requested 23,974.76

$39,215.00

Federal Aid Recommended----------

NOTED
R. A. K.

Mr. C. W. Wanzer,
Division Engineer,
The Dalles, Oregon.

April 10th, 1928.

PR #72

Dear Sir:

When you receive the plans and specifications for the surfacing of the Cow Canyon Section, you will note that we have provided that the variation in thickness of surfacing to be made on account of varying sub-grade conditions is to be confined entirely to the base course, and that the top course is to be uniformly four inches in thickness. This provision was made at the recommendation of Mr. Kelley, his idea being that variations in sub-grade conditions should have no bearing upon the thickness of the top course.

Mr. Kelley recommended also that the estimate of quantities be based upon an eight inch thickness of surfacing over one-half of the project, and a six inch thickness over the balance. This gives a slightly larger mileage of eight inch surfacing than that which you recommended. This need have no particular bearing, however, upon the amount of eight inch surfacing to be actually constructed, and wherever a six inch thickness is sufficient, it should be used.

We trust that the provisions above referred to are not contrary to your wishes.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer

By

Office Engineer

SEP:ER

NOTED
R.A.K.

The Bureau of Public Roads,
Post Office Bldg.,
Portland, Oregon.

April 4, 1923.

PR - 72

Gentlemen:

Receipt is acknowledged of your letter of the 2nd. inst., transmitting copies of proposed project agreement on the Cow Canyon Section of The Dalles-California Highway, Oregon Project #72.

You will recall that when the original project statement for this section was submitted to you, it covered the entire 7.72 miles of the Cow Canyon Section. On account of the fact that there was some question regarding whether or not a portion at the north end of the project would be on the approved Federal Aid System, you required that the north one mile be eliminated from the Federal Aid Project. This uncertainty has ceased to exist and it now would appear possible to secure Federal Aid on the portion which was eliminated.

Therefore, we are enclosing herewith six copies of a revised estimate, and would request that the project be extended to include the portion between Stations 89/06.1 and 141/86.1.

As this project is being advertised for bids to be received on April 17th, we are not executing the project agreement sent to us, but are returning the same herewith. A revised estimate to be used as basis for the project agreement will be sent you as soon as the award is made.

Yours very truly,

ROY A. KLEIN,
State Highway Engineer

Per

Office Engineer

Dict. by J. W. De Souza

ER

enc.

OREGON STATE HIGHWAY DEPARTMENT

PROJECT NO. 72

New Cannon Section of The Dalles-California Highway in Wasco County

(Estimate with plans. Not as basis for project agreement)

Salem, Oregon, April 3, 1923.

17,000	Cu. Yds.	Surfacing	$ 2.50	$ 42,500.00
2,500	"	Filler	.50	1,250.00
			Sub-total	$ 43,750.00
			10% Engr. & Cont.	4,375.00
			Total	$ 48,125.00

Length of Project 7.72 miles

Cost per mile $6,233.80

State Funds Available $18,702.95

Federal Aid Requested 29,422.05

$ 48,125.00

Federal Aid Recommended----------

UNITED STATES DEPARTMENT OF AGRICULTURE,
BUREAU OF PUBLIC ROADS,
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.....

April 2, 1923.

POST OFFICE BUILDING,
PORTLAND, OREG.

RECEIVED
APR 3 1923

State Highway Commission,
Salem, Oregon.

Gentlemen:-

We enclose herewith three copies of the project agreement for the signature of the State Highway Commission, covering Oregon 72, Cow Canyon section of The Dalles-California Highway, 6.62 miles of crushed rock surfacing.

Yours very truly,

C. H. Purcell,
District Engineer.

September 26th, 1922.

Bureau of Public Roads,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate and unit price analysis and four copies of special provisions for surfacing the Cow Canyon Section, Oregon Project No. 72.

Four blue print sets of plans are being forward to you today under separate cover.

Very truly yours,

HERBERT NUNN,
State Highway Engineer

By _____
Office Engineer.

Dic by J. W. DeSouza.

OREGON STATE HIGHWAY DEPARTMENT PROJECT NO. 72.

DON CANYON SECTION OF THE DALLES - CALIFORNIA HIGHWAY

IN WASCO COUNTY

(Estimate with Plans. Not as Basis for Project Agreement)

6.72 Miles of Surfacing Salem, Oregon, September 25, 1922.

14,800	cu.yds	Surfacing	$ 2.50	$ 37,000.00
2,150	cu.yds	Filler	.50	1,075.00
			Sub-total	$ 38,075.00
			10% Engr. & Cont.	3,807.50
			Total	$ 41,882.50

Cost per Mile $ 6,232.51

State Funds Available	$ 16,277.91
Federal Aid Requested	25,605.59
	$ 41,882.50

OREGON STATE HIGHWAY DEPARTMENT Project No. 72.

COW CANYON SECTION OF THE DALLES - CALIFORNIA HIGHWAY X

IN WASCO COUNTY

Analysis of Estimated Surfacing Price

Royalty	$ .05
Quarrying and Crushing	1.10
Hauling, 2 Mi. @ .30	.60
Spreading & Finishing	.30
Supt. & Overhead	.15
	$ 2.20
Profit	.30
Est. Price	$ 2.50

BROKEN STONE OR GRAVEL SURFACING

Preparation of Subgrade:

Before spreading the surfacing the contractor shall, by means of blades, graders, fresnoes, or other suitable equipment, shape up the roadbed, bringing same to uniform crown and grade, with a surface free from ruts, humps and depressions.

The subgrade shall be prepared only a short distance ahead of the surfacing operations, and after having once been prepared shall be maintained true to crown, grade, and uniform surface.

In no event shall any surfacing materials be placed upon any section of the subgrade which is not, in the opinion of the Engineer, in a condition suitable and satisfactory for surfacing.

Width, Thickness and Number of Courses:

The surfacing shall, in general, be constructed to the width, thickness and cross-section indicated on the plans, or on the typical cross-section sheet attached hereto. These features shall, however, be subject to such reasonable variation as the Engineer may order, to properly take care of varying character of subgrade and other un-uniform conditions that may exist or that may be encountered during the progress of the work.

Materials:

Materials for surfacing shall be sound, tough and durable broken stone or gravel. It shall be free from soft or disintegrated particles, clay, loam and other objectionable matter.

Sizes of Materials:

Materials for base course shall all pass a screen having one and one-half ($1\frac{1}{2}$) inch circular openings, and shall be well graded from the maximum size to dust.

Materials for the top course shall all pass a screen having one (1) inch circular openings, and shall be well graded from the maximum size to dust.

Means to Prevent Separation of Materials:

In the handling of materials the contractor shall use means which will prevent, as far as possible, a separation of the fine from the coarse materials. As far as possible materials in being transferred into stock piles, bins or vehicles shall be dropped vertically.

Hauling:

To assist in the compacting of surfacing materials, the contractor will be required, as far as practicable, to do his hauling over the surfacing as it is placed; to construct the surfacing beginning at the point of loading and working away from that point; and to construct the entire base course from any set up before beginning construction of the top course from that particular set up.

Dragging:

The contractor shall do such blading and dragging of both the base and top courses as may be necessary to bring them to a uniform grade and crown with a smooth and even surface and as may be necessary to maintain them free from ruts and true to the crown, grade and surface to which they are first constructed. They shall be so maintained until covered, or until all surfacing to be constructed under the contract is completed.

Finishing Shoulders and Cleaning Ditches:

After the surfacing has been placed and compacted, the earth shoulders shall be leveled down and the entire roadbed, inclusive of ditches, trimmed up so as to provide a uniformly crowned and well drained cross-section, as indicated on the plans. All excess excavated materials and all loose stones and rock fragments that may be dragged to the surface, shall be deposited on the sides of embankments or otherwise disposed of to the satisfaction of the Engineer.

Measurement and Payment:

Payment for the construction of surfacing as above specified shall be made at the price bid per cubic yard for surfacing of the particular class involved. The quantity

to be paid for shall be the number of cubic yards of cubic yards of surfacing materials furnished, delivered and incorporated in the work. Measurement shall be loose measure aboard trucks or other conveyances at the point of loading.

The unit price bid shall be understood to cover preparation of subgrade, the furnishing, screening, crushing, hauling, spreading and compacting of materials, the trimming of shoulders, the cleaning out of ditches, and all other work involved in the construction of the finished surfacing, at the grade and to the cross-section indicated on the plans, and in accordance with these provisions.

Any rolling or sprinkling that may be required will be paid for as "extra work" or will be done by state forces. Filler will be paid for as specified hereinafter.

CC

FILLER

Where the engineer so directs, there shall be added to and incorpora ted with the surfacing materials, a "filler" of sand, loam or other suitable material. Materials for this purpose shall be obtained from such sources as the Engineer may select, and shall be dry and finely pulverized.

The course of surfacing in connection with which the filler is to be used, shall, immediately before the application of the filler, be shaped up and brought to uniform crown, cross section and grade, free from all ruts and inequalities. The filler shall then be spread uniformly over the course of surfacing, the spreading to be done by hand from piles of filler material dumped at convenient intervals alongside the work. The quantity of filler to be used shall be as the engineer may order.

In no case shall filler material be obtained from embankment shoulders, or slopes, and when filler material is obtained from within the right-of-way limits, the excavation therefor shall be left neatly trimmed and properly drained.

Filler shall be paid for at the price bid per cubic yard, loose measure, for that item. This price shall be understood to include and cover the excavation, hauling, and spreading of the filler material and the incorporation of same with the surfacing materials in accordance with these specifications; provided, however, that for such filler material as must be hauled more than five hundred (500) feet the contractor will be paid in addition to his bid price for filler a price for "filler-haul" of twenty-five (25) cents per cubic yard for each mile, or fraction thereof, of haul in excess of five hundred (500) feet.

When filler materials are obtained and hauled in such manner as to be not susceptible of accurate measurement, the quantity to be paid for shall be estimated by the engineer in such manner as appears to him to be most equitable.

6-10-22

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS,
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.....

POST OFFICE BUILDING,
PORTLAND, OREG.

September 20, 1922.

Mr. Herbert Nunn,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

On September 5, 1922, the Secretary of Agriculture approved Project Statement covering proposed Oregon Federal aid project No. 72, at an estimated cost of $41,250, and Federal aid to the extent of $25,218.

This approval was made subject to the condition that the classification as a primary or secondary road will be determined at a later date.

Very truly yours,

District Engineer.

RECEIVED
SEP 21 1922
OREGON
STATE HIGHWAY COMMISSION

July 28th, 1922.

Bureau of Public Roads,
Portland, Oregon.

72

Gentlemen:

Herewith we are enclosing four copies of executed certificate on the Cow Canyon Section, Oregon Project No. 72.

Very truly yours,

HERBERT HUNN,
State Highway Engineer

By

Asst. Office Engineer.

JWD:AP

Encl.

State.....Oregon.....

Project No.....72.....
(Not to be filled in)

Form P R 26
Bureau of Public Roads
U. S. Dept. of Agri.

C E R T I F I C A T E

That the road embraced in project statements will be a part of 7 per cent system of Federal Aid highways.

(Date).....July 26, 1922.....

THE SECRETARY OF AGRICULTURE,
Washington, D. C.

Sir:

Certification is hereby made that, by every reasonable prospect, the road for which this project statement is submitted will be a part of the system of primary or interstate and secondary or intercounty highways to be selected under the provisions of Section 6 of the Federal Highway Act, approved November 9, 1921, and that it will be included in said system as a .....Primary..... highway.
(State whether primary or secondary)

.....OREGON STATE HIGHWAY COMMISSION.....
(Official title of Highway Department)

By .....
.....Chairman.....
(Title of officer)

By .....
.....Commissioner.....
(Title of officer)

By .....
.....Commissioner.....
(Title of officer)

(Note: This certificate should be executed in the same manner as now provided in State law for the execution of project agreements.)

STATE ..... Oregon .....

PROJECT NO. ..... 78 .....
(Not to be filled in.)

Form P R 1. 1
BUREAU OF PUBLIC ROADS
U. S. DEPT. OF AGR.

PROJECT STATEMENT

AS REQUIRED BY

FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916, AND AMENDED BY ACT APPROVED FEBRUARY 28, 1919.

(Date) ..... May 20th, 1922 .....

THE SECRETARY OF AGRICULTURE,
Washington, D. C

SIR:

The State of ..... Oregon ....., pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat. 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder,

does hereby submit by its ..... State Highway Commission .....
constituting the State Highway Department of said State, this project statement for the rural post road herein described, which it is proposed to construct under the provisions of said Act and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Act. The work

will be done under the direct supervision of the State Highway Department under authority of ..... Chapter 31 .....

..... Laws of 1920 .....
(Cite statutes and resolutions or orders giving Highway Department jurisdiction.)

....., in strict conformity to the provisions of the said Act and to said

Rules and Regulations. After construction of the said road it will be properly maintained by ..... State Highway .....

..... Department assumes responsibility for maintenance. .....

1. Local name of road ..... Cow Canyon Section of the Dalles-California Highway .....
2. Located between ..... Criterion ..... and ..... Madras ....., County of ..... Jesco .....
3. Points of beginning and ending ..... From the Jefferson-Jesco County Line north .....
..... 6.95 miles .....
4. Length in miles (gross) ..... 6.85 ..... (net) ..... 6.85 .....

NOTE.—In preparing the Project Statement attention is directed to the Rules and Regulations. In all cases a sketch plan shall accompany statement.

9—4256

5. Miles of project used as post route _____; miles not used as post route _____

6. If a major portion of the project is not a post route, or if the project is not a "connecting link," give the facts showing the general status along the entire project as follows: Whether the country is thickly or sparsely settled; if the latter, the probability of increased settlement; the purposes for which the contiguous lands are used, their fertility and general character; whether desired for and capable of more intensive development; and such further facts as will tend to show the general character of the community in which the road is located and the need for and desirability of constructing or improving the same.

(Use additional sheets, if necessary, and indicate the sections referred to by same letters as on sketch map.)

7. Places on the project having a population of 2,500 or more as shown by the latest Federal census and mileage of each none

8. Tolls collected on roads or bridges on this project, if any none

9. Is project part of State's five-year program heretofore submitted? no

10. Purpose project will serve and relation it bears to the road system of the State. (See Reg. 3, Sec. 1, and Reg. 4, Sec. 1.) Portion of The Dalles-California Highway

11. Improved roads adjacent or contiguous and type of each Unimproved road on north Section on South being graded and surfaced

(Give distinguishing marks to identify on sketch map.)

12. Through traffic, approximate average daily number of (*a*) trucks 2, (*b*) passenger motor vehicles 64, and (*c*) horse-drawn vehicles 3

13. Local traffic, approximate average daily number of (*a*) trucks _____, (*b*) passenger motor vehicles _____, and (*c*) horse-drawn vehicles _____

14. Description and present condition of traveled way Section under contract for Grading

15. Proposed width of surfacing 18'; feet between ditches 22; approximate maximum gradient ____ per cent.

16. Proposed type of construction Surfacing

17. Location, nature, and extent of deposits of local materials suitable for use on this project numerous places along line as shown on sketch map

(Where practicable show by distinguishing marks on sketch map.)

18. Location and length of each bridge to be built or rebuilt requiring a length of more than 20 feet

(Designate each by the same distinguishing marks as on sketch map.)

19. State's share of cost of construction will be provided by State

(State or (and) county.)

20. Amount of funds which are / will be available for construction: (a) State $16,031.10 and any additional amounts required. Sale of bonds authorized.

(b

RESOLUTION

In view of the fact that the State Highway Commission was authorized by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways,

IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 237 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties for which a suitable contract will be entered into, will be sufficient to maintain all state roads constructed by the State Highway Commission or jointly by the Commission and the Federal Department of Agriculture, as provided for in the Federal Aid Road Act, and

BE IT RESOLVED, that the state assumes responsibility to the Federal Government for the proper maintenance of all highways constructed in cooperation with the Federal Government under any federal act providing for cooperative road construction, the state to make whatever arrangements with the various counties it may deem necessary to meet this obligation in accordance with the laws of the state of Oregon and the Federal Aid Road Act, and any other Federal Law that may have been, or may be, enacted to further road improvement in the State of Oregon.

I, Roy A. Klein, duly appointed Secretary for the Oregon State Highway Commission, hereby certify that the above resolution was unanimously passed by the Oregon State Highway Commission at

17. Location, nature, and extent of deposits of local materials suitable for use on this project Numerous places along line as shown on sketch map

(Where practicable show by distinguishing marks on sketch map.)

18. Location and length of each bridge to be built or rebuilt requiring a length of more than 20 feet

(Designate each by the same distinguishing marks as on sketch map.)

19. State's share of cost of construction will be provided by State

(State or (and) county.)

20. Amount of funds which are / will be available for construction: (a) State $16,031.10 and any additional amounts required. Sale of bonds authorized.

(b

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IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 237 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties for which a suitable contract will be entered into, will be sufficient to maintain all state roads constructed by the State Highway Commission or jointly by the Commission and the Federal Department of Agriculture, as provided for in the Federal Aid Road Act, and

BE IT RESOLVED, that the state assumes responsibility to the Federal Government for the proper maintenance of all highways constructed in cooperation with the Federal Government under any federal act providing for cooperative road construction, the state to make whatever arrangements with the various counties it may deem necessary to meet this obligation in accordance with the laws of the state of Oregon and the Federal Aid Road Act, and any other Federal law that may have been, or may be, enacted to further road improvement in the State of Oregon.

I, Roy A. Klein, duly appointed Secretary for the Oregon State Highway Commission, hereby certify that the above resolution was unanimously adopted by the Oregon State Highway Commission, at its regular meeting held at Salem, Oregon, on August 7, 1917, all members being present and voting, and at a special meeting held in Portland on September 25, 1917, a majority being present and voting, when an amendment was made to the original resolution to make it read as above.

ROY A. KLEIN

Secretary.

21. Funds for maintenance to be provided by ..... (State or (and) county.)

from the following sources: ..... (Refer to statute.)

22. List of certified copies of resolutions or orders, if any, attached hereto or previously submitted, by State Highway Department respecting the State funds which are or will be available for construction.....

23. List of attached or previously submitted certified copies of resolutions or orders by the county or other local subdivision of the State respecting the funds which are or will be available for construction and maintenance. (See Sec. 5, Reg. 4).....

24. List of forms of the contract and of the contractor's bond attached hereto or previously submitted and proposed to be used in connection with this project..... State Highway Department standard form of Contract and contractors bond.

25. Reconnaissance estimate of cost of project:

Made by _____ Date _____, 19____

Approximate Quantity.	Unit.	Item.	Price.		Amount.	
	Cu. yds.	Excavation, ____% rock				
15,000	Sq. yds.	Surfacing of Broken Stone	2	50	37,500	00
		Structures of 20′ span or under				
		Structures over 20′ span				
		Other items				
					37,500	00
		Subtotal			3,750	00
		10% Engineering and Contingencies			41,250	00
		Total				

Length, 6.88 miles.

Cost, $ 6,121.89 per mile.

This estimate approved by:

_____

(Title) Office Engineer

26. Amount of Federal aid desired $25,218.90

(State in lump sum or percentage, but not both.)

3—4256

27. Payment desired on completion or as work progresses As work progresses

28. Official, officials, or depository authorized by State law to receive public funds of the State or county and designated by the State Highway Department to receive Federal funds for this project Treasurer of the State of Oregon, Salem, Oregon

29. Additional remarks

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

Oregon State Highway Commission
(Official title of Highway Department.)

By
Chairman
(Title of officer.)

By
Commissioner
(Title of officer.)

By
Commissioner.
(Title of officer.)

CONTRACT# 657,

SEE:

CONTRACT# 581

657 SEE: Contract 581

CONTRACT #662

PR 94 Dike Sec. (Coquille-Fat Elk) SEE: PR 97 1922-1925

662

09-94

April 24th, 1925.

Mr. C. O. Price, Manager,
United States Fidelity & Guaranty Co.,
1208 Porter Bldg.,
Portland, Oregon.

Dear Sir:

In reply to your letter of the 23rd inst., requesting the total amount paid McLeod Bros. under contract No. 662 for the construction of the Dike Section of the Roosevelt Coast Highway in Coos County, will say that our records show this amount to be $54,662.96. The project was completed and accepted by the Highway Commission on July 14, 1924.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By very truly,

H. B. Glainger,
Chief Clerk.

HBG:HR

PITAL PAID IN CASH $ 5.000.000.

UNITED STATES FIDELITY AND GUARANTY COMPANY

PORTLAND OFFICE

C. O. PRICE, MANAGER

1208 PORTER BUILDING

BROADWAY 1755

RECEIVED
APR 25 1925

PORTLAND, ORE.,

April 23, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Attention Mr. H.B. Glaisyer, Chief Clerk.

Dear Sir:

Re: Bond #265414-23 - McLeod Brothers.

Referring to your favor of February 4th in reference to final settlement with McLeod Brothers under Contract No. 662, for the construction of the Coquille-Fat Elk Creek Section of the Roosevelt-Coast Highway in Coos County; will you kindly advise the total amount paid McLeod Brothers under this contract.

I assume that the contract has been fully completed and accepted.

Yours very truly,

C O Price

COP-LG

MANAGER

#662 -

Total Amount paid - $34,662.96 -
Completed - July-14-1924

ANSWERED
H. B. G.

February 4, 1925.

United States Fidelity & Guaranty Company,
C. C. Price, Manager,
Porter Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 662 for the construction of the Coquille-Fat Elk Creek Section of the Roosevelt-Coast Highway inCoos County, consisting of 5,825 cubic yards of Dike excavation, has been completed by the contractors, MaLeod Brothers, and that finla settlement will be made by the State with said contractors for work done under said contract on or after February 13, 1925.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as surety on the bond furnished by said contractors. Kindly acknowledge receipt of this letter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Gleisner,
Chief Clerk.

Dict. by J. McFarland.

Form No. 39—22292—6M—8-23

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date August 17, 1924

Job Name Coquille-Fairview

Week from Aug 11 to Aug 11

Mail Address Coquille Ore

Highway Roosevelt Coast

Telegraph or Telephone Address " "

County Coos Job Prefix bPE

Express and Freight Address " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Work of hauling on last places with Ford trucks now complete. Some work will be done in putting on a cushion course on the weak places but this is really connected with the grading for bPG. bPE is complete.

RECEIVED
AUG 18 1924
MARSHFIELD DIV. OFFICE

(See back of this sheet for instructions and detailed information.)

Signed Paul Fauteux

Title Inspr

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... men,

..... teams, ... steam shovels

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS.
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.....

POST OFFICE BUILDING,
PORTLAND, OREG.

April 14, 1924.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The modified project agreement and certificate have been executed covering Oregon 94, Dike section of the Coos Bay.-Roseburg Highway. We enclose an original copy each of the agreement and certificate for your files.

Yours very truly
C. H. PURCELL, District Engineer,

By T. W. Davis
Acting

NOTED
R A K

Oregon Federal Aid Project No. 94.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on June 15, 1923, by the State Highway Commission of Oregon, and on May 29, 1923, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 94; and

WHEREAS, contracts have been awarded at unit prices which, with ten per cent added for engineering and contingencies, amount to $94,502.10, and by reason thereof the said State Highway Commission has requested that the estimate of cost approved for said project be increased from $74,800.00 to $94,502.10, and that the Federal funds approved and set aside to the credit of said project be increased from $45,468.21 to $57,775.49:

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the said project agreement be modified as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates and the sum of fifty-seven thousand, seven hundred seventy-five and 49/100 dollars ($57,775.49) as the share of the United States payable under said act on account of said project, which does not exceed 61.13673 per cent of the total estimated cost thereof."

Article IV shall read:

> "Article IV. The United States prorata share of the cost of said project shall not in any event exceed (a)

the said sum of fifty-seven thousand, seven hundred seventy-five and 49/100 dollars ($57,775.49), certified to the Secretary of the Treasury as above mentioned, being 61.13675 per cent of ninety-four thousand, five hundred two and 10/100 dollars ($94,502.10), the approved total estimated cost of said project, nor (b) the said per centum of the value of the labor and materials which shall have been actually put into the construction of said project in conformity to said plans and specifications."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon on the 10th day of March, 1924, and the Secretary of Agriculture on the 27th day of March, 1924.

STATE HIGHWAY COMMISSION OF OREGON

By C. M. Duby
Chairman, State Highway Commission

By
Member, State Highway Commission

By W. H. Malone
Member, State Highway Commission

Howard M. Gore
Acting Secretary of Agriculture.

[Amendment of Certificate of Approval of Plans, Specifications and Estimates dated May 1923, to cover Oregon Federal-Aid Project No. 94]

No. FR. 8

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(*Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, as amended by "An Act making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," approved February 28, 1919, and by "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," approved November 9, 1921* (*42 Stat.. 212*).)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between survey station 5+40 at south end of bridge across Coquille River at the town of Coquille and survey station 150+90 at road to Myrtle Point locally known as the Bike Section of the Coos Bay-Roseburg Highway, Coos County, and designated in the records of this Department as Project No. 94, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 94,502.10 in addition to the $45,468.21 approved by Certificate of May 29, 1923 as the total estimated cost of said project, and the sum of $ 14,307.28/ as the share of the United States, payable under said acts on account of such project, which does not exceed 61.15673 per cent of said total estimated cost.

Done in the District of Columbia, this 27th day of March one thousand nine hundred and Twenty-four, as witness my hand and the seal of the Department of Agriculture.

Howard M. Gore
ACTING *Secretary of Agriculture.*

GOVERNMENT PRINTING OFFICE 8—4210

February 13, 1924.

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

PR 94

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for modified agreement on the Dike Section, Project No. 94.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

(Dict. by J. W. DeSouza / TS)

Encl os

OREGON STATE HIGHWAY DEPARTMENT — PROJECT NO. 94.

DIKE SECTION IN COOS COUNTY

(Estimate as basis for modified agreement)

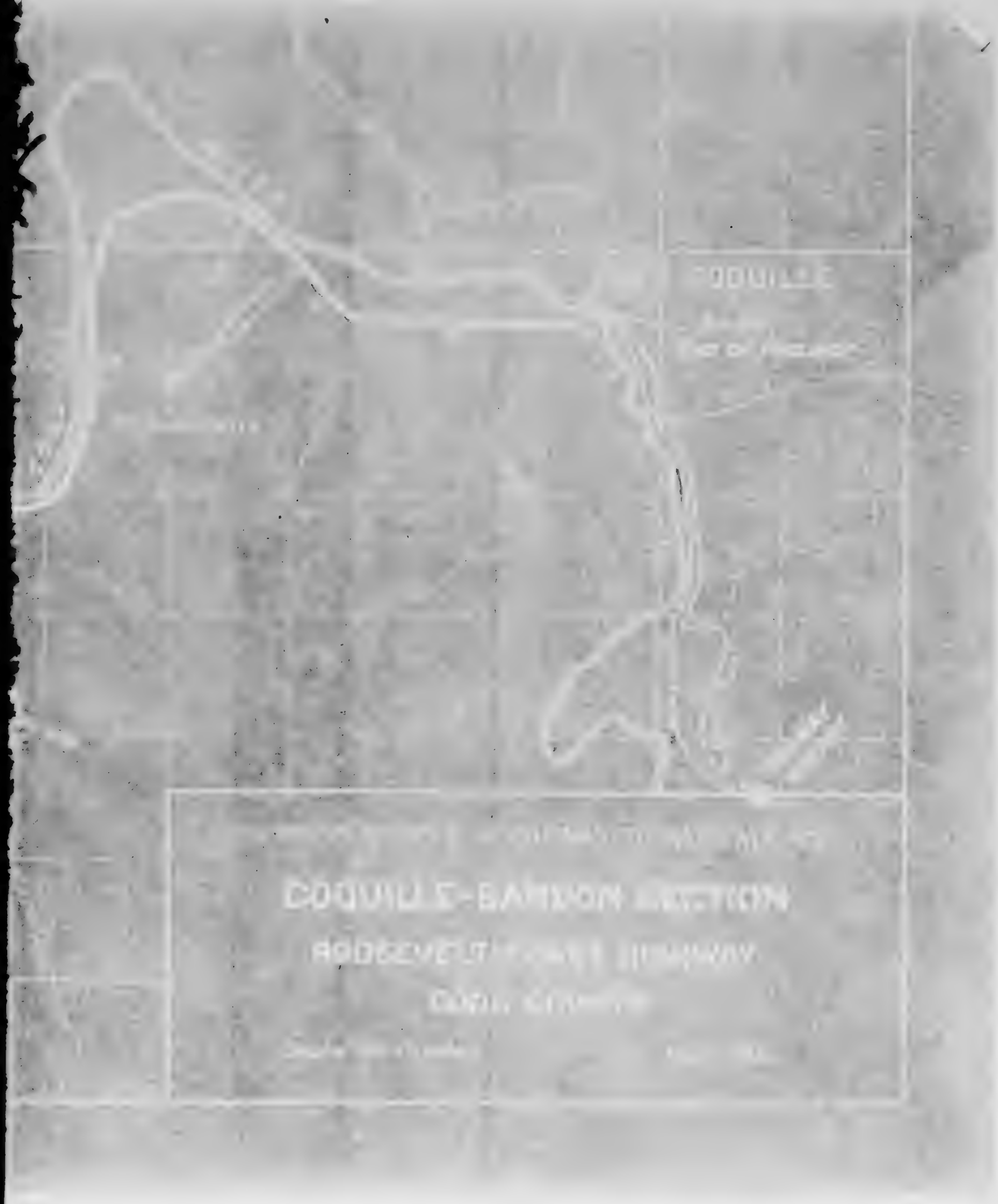
Salem, Oregon, February 1, 1934.

All Required		Clearing and Grubbing (Force Account)		2,000.00
20,000	cu.yds.	Common Excavation (Contract on #97)	.40	8,000.00
198,000	"	Dredge Excavation (Special Agreement)	.15	29,700.00
10,000	sta.yds.	Overhaul (Contract on #97)	.04	400.00
80	lin.ft.	18" x 18" Cedar Culverts (Force Account)	2.00	160.00
360	"	2' x 2' " " (Force Account)	3.00	1,080.00
60	"	3' x 3' " " (Force Account)	4.50	270.00
50	"	4' x 4' " " (Force Account)	6.00	310.00
60	"	6' x 6' " " (Force Account)	9.00	540.00
SURFACING				
2,600	cu.yds.	Surfacing, Base Course	3.93	10,218.00
2,600	"	Surfacing, Top Course	4.13	10,738.00
500	"	Filler	.50	250.00
BRIDGES				
8,500	lin.ft.	Piling	.60	5,100.00
900	"	Trestle Superstructure	12.95	11,655.00
100	M-FBM	Lumber and Timber	55.00	5,500.00
		Sub-total		85,911.00
		10% Engr.& Cont.		8,591.10
		Total		94,502.10

Length of Project 2.37 Miles
Cost per mile incl.Bridges over 20 ft. - $39,874.30
Cost per mile excl.Bridges over 20 ft. - 29,544.97

State Funds Available 36,726.61
Federal Aid Requested 57,775.49
94,502.10

Federal Aid Recommended ------ --- (61.13673%)



PR #94 19__

Mr. H. C. Chandler
Dep. Supt. State Hwy
Salem

Dear Sir—

In answer to the Salem office letter to me dated July 25/23 regarding Quantity Summary of Est #3 - Contract 662 We beat Bros Coquille - Forest.

Have sending revised Quantity Summaries under this same cover.

The 10cts for use of file drive I will turn in as an extra bill. It is hard to get the beat Bros on anything like this for they have no office.

Yours
Paul Vanderburg
Yours.

Attention
Salem

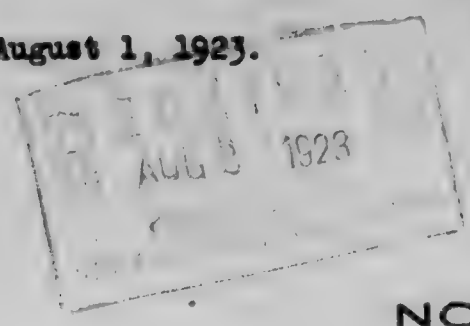
RECEIVED
AUG 1 1923
MARSHFIELD DIV. OFFICE

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS.
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.....

POST OFFICE BUILDING,
PORTLAND, OREG.

August 1, 1923.



9.1

NOTED
R.A.K.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The project agreement and certificate have been executed to cover Oregon 94, Dike section of the Coos Bay-Roseburg Highway. Enclosed herewith is an original copy each of the agreement and certificate for your files.

Yours very truly,

O.K. Awd

C. H. Purcell,
District Engineer.

Form P. R. 2

State Oregon

Project No. 94

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

AMENDED FEBRUARY 28, 1919

AND

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

WASHINGTON
GOVERNMENT PRINTING OFFICE
1922

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 15th day of June, 1923

by and between the State Highway Commission of Oregon

....., constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended by act approved February 28, 1919 (40 Stat., 1189), entitled "An Act Making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," and by Act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes":

Whereas the Highway Department of said State submitted on the 5th day of Jamary, 1923, a project statement, which was approved by the Secretary on the 21st day of February, 1923, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 22nd day of February 1923, and approved by the Secretary on the 19th day of May, 1923; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of forty-three thousand, four hundred sixty eight and 21/100

dollars ($43,468.21) as the share of the United States payable under said act on account of said project, which does not exceed 61.13673 per cent of the total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT.

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State from sale of bonds authorized by Legislature under Chapter 175, Laws of 1917, and Chapter 31, Laws of 1920 (Include amount, date, and citation of act of legislature by which authorized.)

*(b) By the count..... of ..... (Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

such funds having been placed under the direct control of the Highway Department by .....

(State how placed under direct control of Highway Department.)

*(c) By the count..... of ..... (Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

*(d) .....

ROAD EMBRACED IN PROJECT.

ARTICLE II. This agreement covers the following road as described in detail in said surveys, plans, and specifications:

Between survey station 5+40 at south end of bridge across Coquille River at the town of Coquille and survey station 130+90 at road to Myrtle Point terminal points, a distance of 2.37 miles, known locally as Dike Section of the Coos Bay-Roseburg Highway, Coos County.

CHARACTER AND METHOD OF CONSTRUCTION.

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.

(*b*) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT.

ARTICLE IV. The United States pro rata share of the cost of said project shall not in any event exceed (*a*) the said sum of forty-three thousa d, four hundred sixty-eight and 21/100 dollars, certified to the Secretary of the Treasury as above mentioned, being less than 61.13673 per cent of seventy-four thousand eight hundred and 00/100 dollars, the approved total estimated cost of said project, nor (*b*) the said per centum of the value of the labor and materials which shall have been actually put into the construction of said project in conformity to said plans and specifications.

PAYMENTS.

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of the said certified sum, or so much thereof as may be due under the terms hereof, to .....

STRICKEN OUT

.....
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the ..... (State or county.) of ..... (Name.)
(Strike out if not appropriate.)

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to .....

the State Treasurer
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the **State** (State or county.) of **Oregon** (Name.)
of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $**18,341.02** per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT.

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: .....
(Include reference to statute authorizing.)

RESOLUTION

In view of the fact that the State Highway Commission was authorized by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways.

such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $ 18,341.02 per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT.

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: .....

(Include reference to statute auth...

...

...

...

....

m
pr

RESOLUTION

In view of the fact that the State Highway Commission was authorized by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways.

IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 237 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties for which a suitable contract will be entered into, will be sufficient to maintain all state roads constructed by the State Highway Commission or jointly by the Commission and the Federal Department of Agriculture, as provided for in the Federal Aid Road Act, and

BE IT RESOLVED, that the state assumes responsibility to the Federal Government for the proper maintenance of all highways constructed in cooperation with the Federal Government under any federal act providing for cooperative road construction, the state to make whatever arrangements with the various counties it may deem necessary to meet this obligation in accordance with the laws of the state of Oregon and the Federal Aid Road Act, and any other Federal Law that may have been, or may be, enacted to further road improvement in the State of Oregon.

I, Roy A. Klein, duly appointed Secretary for the Oregon State Highway Commission, hereby certify the above resolution was unanimously adopted by the Oregon State Highway Commission, at its regular meeting held at Salem, Oregon, on August 7, 1917, all members being present and voting, and at a special meeting held in Portland on September 25, 1917, a majority being present and voting, when an amendment was made to the original resolution to make it read as above.

ROY A KLEIN

Secretary

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the .....,
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: .....
(Include reference to statute authorizing

.....
funds, probable amount annually available and how will be placed under direct control of Highway Department.)

.....

*(*b*) By the .....,
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .....
(Include reference to statute authorizing

.....
funds and probable amount annually available.)

.....

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: .....

.....

.....

*(Strike out if not appropriate.)

STRICKEN OUT

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 29th day of May, 1933.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department.)

By Wm Duby
Chairman, State Highway Commission
(Title of officer.)

By H B VanDuyn
Member, State Highway Commission
(Title of officer.)

[SEAL.]

By H. H. Malone
Member, State Highway Commission
(Title of officer.)

By .....
(Title of officer.)

By .....
(Title of officer.)

[SEAL.]

C. W. Ingalsbe
ACTING Secretary of Agriculture.

Form No. PR. 6

UNITED STATES DEPARTMENT OF AGRICULTURE

OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(*Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, as amended by "An Act making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," approved February 28, 1919, and by "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," approved November 9, 1921 (42 Stat., 212).*)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between survey station 5+40 at south end of bridge across Coquille River at the town of Coquille and survey station 130+90 at road to Myrtle Point locally known as the Dike Section of the Coos Bay-Roseburg Highway, Coos County and designated in the records of this Department as Project No. 94, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $74,800.00 as the total estimated cost of said project, and the sum of $43,468.21 as the share of the United States, payable under said acts on account of such project, which does not exceed 61.13673 per cent of said total estimated cost.

Done in the District of Columbia, this 29th day of May one thousand nine hundred and Twenty-three, as witness my hand and the seal of the Department of Agriculture.

C. W. Pugsley

ACTING Secretary of Agriculture.

GOVERNMENT PRINTING OFFICE 8—4829

P.R. 6.

FORM SA 21763 SM-6-23

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

PR #94

ADOPTED
R. A. K.

Marshfield, Oregon.
July 5, 1923.
Box 151.

RECEIVED
JUL 6 1923
OFFICE OF STATE HIGHWAY ENGINEER

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Attention Mr. Probert.

Dear Sir:

In answer to your letter of June 30, will state that we are now by the worst part of this job. Two tide gates were placed to protect the farmers and allow the work to progress during the summer months, also a turn around dug to turn the scow digger end for end in order to place the fill over the tide gate.

We also filled along side of a dike that was thrown up by the drainage district last year. This 1,000 feet had no berm so considerable brush was used to make it hold. While this slowed the work up somewhat, a very good jobewas done.with no slips. This was considered the hardest part of the whole job.

I look for a decided reduction in the cost during July, although we will be going through an ash ridge and will have hard digging.

The dredging contractor is doing as well as possible and is all that can be expected. Had there been a guaranteed production we could not hold him to it due to conditions that have arisen to date, but the contract is very clear as regarding satisfactory progress.

No yardage is being figured only what is going into what will be the permanent embankment.

Every effort is being made to make this work go along as fast as possible and make a good dike. We now have on the 100' boom and are placing all the material in layers in a very satisfactory manner. In fact the job to date is going well and we feel sure the price per yard will be materially reduced in the next two months.

Respectfully yours,

W. E. Chandler

Division Engineer.

WEC/B

NOTED
R.A.K

June 30, 1923.

Mr. W. E. Chandler,
Division Engineer,
Marshfield, Oregon.

PR#94

Dear Sir:

We note from the June 20 estimate for the dredger work on the Coquille-Fat Elk Creek Section, that this work is costing approximately twenty cents per cubic yard.

As the contractor, in his proposal, offered to guarantee a production which would result in a cost not exceeding twelve cents per cubic yard, and as it was upon your insistence that this guarantee was omitted from the contract, we ask that you submit a report in regard to this situation, and that you take steps to increase the efficiency with which the work is being handled.

It is possible that as the work progresses, the average output will increase to such a rate as to reduce the final average cost to the guaranteed twelve cents per cubic yard, but we note that the average output is somewhat less for the second month than for the first, and it would seem that the work has now been in progress long enough to have reached its maximum average efficiency. Unless the average output can be increased to the amount guaranteed by the contractor in his proposal, we shall be subject to criticism for not having included this guarantee in our contract. As I recall the conditions as discussed at the time we agreed to omit this guarantee, you represented that the output would unquestionably be very greatly in excess of the four hundred cubic yards per eight hours which the contractor offered to guarantee, and that you did not wish this four hundred cubic yards per eight hours to appear in the contract as what we would consider a reasonable average output.

It is noted also in the June 20 estimate, that no item is included to cover the use of the contractor's pipe driver in taking out and replacing a section of the railroad trestle, which work was made

necessary in order to permit the passage of the trestle by the dredger. Please advise what arrangements are being made for the payment for this part of the work.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

EHP:AP

CC Mr. Paul Van Scoy, Res. Engr.,
Coquille, Oregon.

June 30, 1923

Mr. W. E. Chandler,
Division Engineer,
Marshfield, Oregon.

Dear Sir:

We have your letter of the 28th inst. requesting two copies of the contract with McLeod Brothers for the construction of the Coquille-Fat Elk Creek dredging job.

In reply will say that four copies of this contract and agreement were sent to McLeod Brothers on April 23rd for their signature. Two of these copies were returned to us executed on June 5. We requested that all four copies be returned but this was not done. Apparently McLeod Brothers were satisfied with copies that did not bear the signatures of the Highway Commission, and due to the fact that four copies only were made up at that time it will be necessary for us now to rewrite the whole thing before we can mail you the copies desired. This we think it possible to do within the next day or two.

If McLeod Brothers desire a copy containing the signatures of the State Highway Commission it will be necessary for them to return one of the copies they now have with their signature attached, fully executed as to the agreement and bond.

Of the two copies now in our possession one is for our files and the other for the Secretary of State.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Chief Clerk.

RBC:IM

...PORTLAND
...NE, CORVALLIS
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

Marshfield, Oregon.
June 28, 1923.
Box 151.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

RECEIVED
JUN 29 1923
STATE HIGHWAY DEPT.

Dear Sir:

As yet this office has not been furnished with a copy of the contract with McLeo' Brothers on the Coquille-Fat Elk dredging job, 6 PE, contract No. 662.

Will you kindly send a copy to this office and also one to Resident Engineer Paul Van Scoy at Coquille.

Very respectfully,

W. S. CHANDLER,
Division Engineer.

ANSWERED
H. B. G.

Form No. 39.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date ....., 1923

Job Name Coquille-Fairfield

Week from April 7 to April 14.

Mail Address Coquille Ore

Highway Coquille-Myrtle Point

Telegraph or Telephone Address " "

County Coos Job Prefix SPE.

Express and Freight Address " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Dredging job.

Dredge on April 7 is in Fairfield ditch going to fill up this ditch near station 100 for the drainage district people. About next Wednesday they should start on our work of filling up the Fowler ditch near station 109.

Will try to get some men for them tomorrow.

RECEIVED
MAY 1 1923
STATE HIGHWAY COMMISSION

RECEIVED
APR 30 1923
DIV. NO. 1

Signed Paul Faulton

Title Inspector

(See back of this sheet for instructions and detailed information.)

After Shipper also Coquille

Office Engineer

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces 1.8 1.8

Miles cross-sectioned 1.8

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week .....*men,*

.....*teams,* ..... 1 steam shovels

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week .....*men,*

.....*teams,* .....*trucks*

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem Office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number days worked on this project .....

Number men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

(NOTE.—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week .....*men,*

.....*teams,* .....*trucks*

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job..... *Percentage*.....

Other jobs..... *Percentage*.....

Other jobs..... *Percentage*.....

Other jobs..... *Percentage*.....

SHIPLEY

Office Engineer

Glenniger.

See Chandler's note at bottom of this letter. Refers to matter which you were to handle. V.H.K. 4/25

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

OMMISSION

pril 17th, 1923.

PR# 9

Dear Sir:

In your letter of April 14th, in regard to the contract with McLeod Brothers for the dredger work on the Dike Section of the Roosevelt Coast Highway, you make inquiry in regard to the interpretation of the clause in the contract which applies to the amount of time to be deducted from the pay time on account of shutdowns.

Shutdowns more than fifteen minutes in length will have no connection with the deductions which apply to shutdowns less than fifteen minutes in length, and in figuring the shutdown deductions, shutdowns more than fifteen minutes in length should be figured entirely separate from shutdowns less than fifteen minutes in duration.

For example assume that during an eight hour shift, shutdowns occur as follows: eight minutes, twenty minutes, twelve minutes, ten minutes, fifty minutes, ten minutes, thirty minutes, twelve minutes and eight minutes. The total of the less than fifteen minute periods is sixty minutes, and the total of the more than fifteen minute periods is one-hundred minutes. The deductions would then be one-hundred minutes for periods more than fifteen minutes in duration, and fifteen minutes for periods less than fifteen minutes in duration.

As another example, take an eight hour shift in which the shutdowns are as follows: ten minutes, sixty minutes and five minutes. In this case the deduction for periods more than fifteen minutes in length would be sixty minutes. For periods less than fifteen minutes in length, no deduction would be made as the total of the less than fifteen minute periods is less than forty-five minutes.

It is not to be understood that the contractor is entitled to forty-five minutes of shutdown time during each eight hour shift. For instance, if the only shutdown during an eight hour day was fifty minutes in length, the fifty minutes would be deducted from the pay time.

We trust that the above explanation makes this point entirely clear.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By C. H. Probert
Office Engineer

SHIPPER

S.H.R. See carbon of letter to you from Mud Bay Dredging Co. also I returned their copies I sent contract for signature 4/25/23

FORM SA 20-6-22

R. A. BOOTH, EUGENE, CHAIRMAN
WILLIAM DUBY, BAKER
H. B. VAN DUZER, PORTLAND
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM
RECEIVED
APR 21 1923
OREGON
STATE HIGHWAY COMMISSION

Mr. W. E. Chandler,
Division Engineer,
Marshfield, Oregon.

April 17th, 1923.

PRIVATE

Dear Sir:

In your letter of April 14th, in regard to the contract with McLeod Brothers for the dredger work on the Dike Section of the Roosevelt Coast Highway, you make inquiry in regard to the interpretation of the clause in the contract which applies to the amount of time to be deducted from the pay time on account of shutdowns.

Shutdowns more than fifteen minutes in length will have no connection with the deductions which apply to shutdowns less than fifteen minutes in length, and in figuring the shutdown deductions, shutdowns more than fifteen minutes in length should be figured entirely separate from shutdowns less than fifteen minutes in duration.

For example assume that during an eight hour shift, shutdowns occur as follows: eight minutes, twenty minutes, twelve minutes, ten minutes, fifty minutes, ten minutes, thirty minutes, twelve minutes and eight minutes. The total of the less than fifteen minute periods is sixty minutes, and the total of the more than fifteen minute periods is one-hundred minutes. The deductions would then be one-hundred minutes for periods more than fifteen minutes in duration, and fifteen minutes for periods less than fifteen minutes in duration.

As another example, take an eight hour shift in which the shutdowns are as follows: ten minutes, sixty minutes and five minutes. In this case the deduction for periods more than fifteen minutes in length would be sixty minutes. For periods less than fifteen minutes in length, no deduction would be made as the total of the less than fifteen minute periods is less than forty-five minutes.

It is not to be understood that the contractor is entitled to forty-five minutes of shutdown time during each eight hour shift. For instance, if the only shutdown during an eight hour day was fifty minutes in length, the fifty minutes would be deducted from the pay time.

We trust that the above explanation makes this point entirely clear.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By C. H. Probert
Office Engineer

SHIPPER

Dear Sir: In accordance with your letter to your Mr. Shipper I have prepared a new copy of the form of bond and also I returned herewith copies I sent out to contractors for signature 4/25/23

Mr. W. H. Chandler,
Division Engineer,
Marshfield, Oregon.

April 11th, 1928.

PH - 94

Dear Sir:

Reference is made to the dredger work on the Dike Section, Oregon Project #94.

In handling this matter with the Bureau of Public Roads, we requested that we be permitted to estimate the monthly yardage moved on the basis of conversion of the hourly payments for the dredge to an equivalent yardage at 15¢ per cubic yard. The Bureau of Public Roads refused to approve this method, and have required that voucher shall be based upon the actual yardage moved. For this reason, it will be necessary that we have monthly estimates showing the yardage which has been placed. We would not consider it necessary, however, that actual measurement be taken each month, but would suggest that the quantities be reached merely by estimating as closely as may be possible. These estimates should be submitted in two copies, one for this office, and one for the Bureau of Public Roads, and should be made out on the regular monthly estimate form. These estimates will not be used as a basis for making payments to the contractor, but will be used simply for the purpose of securing cooperation from the Federal Government.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer

Dict. by J. W. De Souza

EH

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

NOTED
R. A. K.

IN YOUR REPLY PLEASE

REFER TO FILE No.------

POST OFFICE BUILDING,
PORTLAND, OREG.

April 9, 1923.

RECEIVED
APR 11 1923
STATE HIGHWAY

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Receipt is acknowledged of your letter dated April 5, enclosing six copies of revised estimate covering Oregon 94, Dike section of the Coos Bay-Roseburg Highway, 2.37 miles of grading and surfacing.

The estimate is being forwarded with our recommendation for approval as the basis for the project agreement. However, in preparing intermediate vouchers the actual yardage moved should be used rather than a theoretical yardage based on converting hourly payments to yardage by using the unit price.

The unit prices for grading and culverts have been recommended for payment as force account work with the condition that if actual cost is less than estimated prices, such items will be vouchered on the basis of actual cost. On the other hand should it be found that actual cost is exceeding estimated prices, we will be willing at any time to recommend a reasonable increase in unit prices on the work then remaining to be done.

Very truly yours,

C. H. Purcell

District Engineer.

The Bureau of Public Roads,
Post Office Bldg.,
Portland, Oregon.

April 11th, 1923.

PR - 94

Gentlemen:

Receipt is acknowledged of your letter of the 9th, inst., relative to the Dike Section, Oregon Project #94.

It is noted that in the last paragraph, you state that unit prices for grading and culverts have been recommended for payment as force account work. The grading, outside of the dredger work, on this project was included in the contract awarded on the Lamprey Creek-Fat Elk Creek Section, Project #97. The price of 42¢ per cubic yard which we have shown, is based on the contract as awarded.

The yardage on the dredger work will be estimated on intermediate vouchers in accordance with your instructions.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer

Dict. by Mr. J. W. De Soura

MR

#94

NOTED
R.A.K.

April 5, 1923.

Bureau of Public Roads,
Portland, Oregon.

P. R. 94

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for project agreement on the Dike Section, Oregon Project No. 94.

The agreement with the contractor for the dredger excavation provides that payment will be made on an hourly basis. As the intermediate payments will be made on this basis, it would appear advisable to us, in the preparation of intermediate vouchers to the government, to convert the hourly payments to an equivalent yardage figured at fifteen cents per cubic yard.

Will you please advise regarding this?

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

S

Dic by J. W. DeCoux.
AP

OREGON STATE HIGHWAY DEPARTMENT — PROJECT NO. 24

Dike Section in Coos County

(Estimate as basis for Project Agreement)

Salem, Oregon, April 3, 1923.

All Required		Clearing and Grubbing (Force Account)		$ 2,000.00
20,000 Cu. Yds.		Common Excavation	.40	8,000.00
198,000	"	Dredge Excavation (Special Agreement)	.15	29,700.00
10,000 Sta. Yds.		Overhaul	.04	400.00
80 Lin. Ft.		18" x 18" Cedar Culverts (Force Acct)	2.00	160.00
360	"	2' x 2' " " (" ")	3.00	1,080.00
60	"	3' x 3' " " (" ")	4.50	270.00
50	"	4' x 4' " " (" ")	6.00	300.00
60	"	6' x 6' " " (" ")	9.00	540.00
190 M-FBM		Lumber and Timber (Est)	45.00	8,550.00
5,000 Lin. Ft.		Piling (")	.75	3,750.00
5,200 Cu. Yds.		Surfacing (")	2.50	13,000.00
500	"	Filler (")	.50	250.00
		Sub-total		$ 68,000.00
		10% Engr. & Cont.		6,000.00
				$ 74,000.00

THESE UNIT PRICES NOT APPROVED FOR FORCE ACCOUNT CONDITIONS, R. O.

Length of Project ~~2.38~~ 2.38 miles

Cost per mile ~~$31,092.43~~ 31,613.44

State Funds Available ~~$31,001.75~~

Federal Aid Requested ~~$42,468.81~~ $74,000.00 (Fiscal year 1923-24)

Federal Aid Recommended ~~$60,114.00~~ ($58,112.58½)

EXAMINED AND RECOMMENDED FOR APPROVAL H. J. A

DATE 5/16/23

Retain original copies

April 2, 1923.

PR 94

Mr. W. E. Chandler,
Division Engineer.
Box 151,
Marshfield, Oregon.

Dear Sir:

I am handing you herewith ~~four~~ three copies of the contract with McLeod Brothers, covering the construction of the Coquille-Fat Elk Creek Section. It is to be regretted that these contracts have not been prepared and forwarded previously, but Mr. Devers has been sick, and with the press of other work he was unable to reach it sooner.

Would like to have you look these over very carefully and if found correct, please hand to the contractors to execute both the contract and bond. After these have been returned, I will be pleased to return the certified check.

Very truly yours,

State Highway Engineer.

RAF:HI

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of April, A. D., 1923, by and between the State of Oregon, through its State Highway Commission, hereinafter called the State, party of the first part, and McLeod Brothers, hereinafter called the contractors, parties of the second part;

WITNESSETH:

That the State of Oregon, through its State Highway Commission is constructing the Roosevelt Highway, or that portion of said highway within Coos County, and in particular, that section of the Roosevelt Highway known and designated as the Coquille - Fat Elk Creek section of the Roosevelt Highway; and

WHEREAS, in the construction of said section of the Roosevelt Highway it is necessary to build a grade, embankment, or dike between highway engineer's station 25 + 00 and station 130 + 90; and

WHEREAS, prior to the execution of this agreement the State Highway Commission advertised for bids for the construction of said embankment or dike, in answer to which advertisement and call for bids the within named contractors offered and agreed to contract with the State to furnish a dredge fully equipped and manned, and agreed to operate said dredge for the State in the construction and building of said embankment or dike for a compensation of $5.95 per hour for each and every hour that said dredge should be so operated; and

WHEREAS, in the judgment and discretion of the Commission the said offer was and is the best offer submitted in answer to said call for bids, and in the judgment and discretion of the Commission it will be to the advantage of the State to accept said offer;

THEREFORE, IT IS HEREBY AGREED, by and between the parties hereto that the said contractors shall and they hereby agree to furnish a dredge fully equipped for the uses and purposes intended by this agreement, and agree to furnish all necessary help required to operate said dredge as contemplated by this agreement, and agree to use and operate the said dredge under the direction and supervision of the Highway Commission's engineers in the construction of an embankment or dike as a portion of the Roosevelt Highway in Coos County, which said construction work shall be done between Highway Engineer's Station No. 25 + 00 and Engineer's Station No. 130 +/ 90 on the Coquille - Fat Elk Creek section of said highway.

IT IS AGREED AND UNDERSTOOD, that the said dredge shall be furnished and operated on the following terms and conditions:

Equipment to be Furnished:

The equipment to be furnished shall be a fully equipped bucket dredging outfit. The buckets shall be of one and one-quarter (1¼) cubic yard capacity. The motive power for the operation of the same shall be a 65 h. p. Diesel gas engine, and the boom shall be at least eighty-five (85) feet in length. The said gas engine shall have a capacity of not less than 65 h. p. It is understood that the dredge is to be the one now owned by the contractors at Coquille, the same being the dredge designated by the contractors in their bid and proposal, or in case the contractors find it impossible to use said dredge, said contractors shall furnish a dredge satisfactory to the State Highway Engineer. The dredging equipment shall include all minor equipment accessories and tools necessary for efficient operation of the dredge and for the efficient carrying on of the dredging work.

In case the eighty-five (85) foot boom is found to be too short to accomplish the work, or too short to permit of the most convenient disposition of the materials in accordance with the plan of construction, then the contractors shall at their own expense equip the dredge with a hundred (100) foot boom, or with a boom of sufficient length to adequately and satisfactorily handle the work to the satisfaction of the State Highway Engineer.

Operation of Equipment:

The said contractors shall operate the dredging equipment in the construction of a highway embankment between Engineer's Station 25 + 00 to Engineer's Station 130 + 90 of the Coquille - Fat Elk Creek section of said Roosevelt Highway, and shall construct said embankment of such height, width and character as may be determined by the State Highway Engineer, and said contractors shall furnish a complete crew of experienced and competent dredge operators and all other necessary labor required to efficiently and satisfactorily operate the said dredge to its maximum capacity. Said contractors shall likewise furnish at their own expense, all fuel, oils, and supplies of all kinds or character used or required in the operation of said equipment and in its repair and upkeep.

Maintenance and Repair of Equipment:

Said contractors shall at their own expense, maintain the said dredge and all other equipment in good working order, and shall without reimbursement from the State, bear the entire expense of all repairs and renewals, and it is understood that the said contractors shall be at all times in personal charge of said equipment, and responsible for the same, and that the State Highway Commission is in nowise responsible for any loss of equipment or damage to the same, no matter from what cause said damage or injury may result.

Delivery and Removal of Equipment:

The contractors shall without reimbursement from the State, bear all expense in connection with the delivery of the equipment to the point where the said embankment or construction work is to begin, and in connection with the removal of the said equipment from the work after the job has been completed, and said contractor shall likewise bear the expense of moving the equipment from one place or position on the job to another place or position on the job.

Period of Performance of Work:

The contractors shall have the dredge on the ground and shall commence operation not later than the 15th day of April, 1923. From the time of commencement of operations, the work shall proceed without unnecessary delay, and shall continue uninterruptedly, or at least eight (8) hours per day until the whole of the embankment planned to be constructed is placed; PROVIDED, HOWEVER, that in the judgment of the Highway Commission said work may be ordered discontinued during the whole or a portion of the time between May 1st to October 1st, in order to avoid interference with the drainage of adjacent property during the crop season.

Discontinuance of work in accordance with the above provision will not entitle the contractors to any allowance for rental, depreciation, loss, or extra expense, nor will it relieve them in any way from their responsibility under this contract. During any such period of discontinuance, however, the contractors may at their own expense remove the dredge from the work for the performance of work elsewhere in the vicinity, but in this event they shall be required to have the dredge back on the job and ready to operate as soon as the Highway Commission may wish to resume work under this agreement, but the State shall give said contractors reasonable notice of its intention to resume operations.

CONTRACTORS' RESPONSIBILITY FOR INJURIES:

The contractors shall assume all liability for any injuries that may be suffered by persons in their employ, or by others, where such injuries are the result of the acts or conduct of persons in the employ or under the control of saidcontractors, and said contractors shall comply with all the laws of this State with reference to industrial accident insurance.

Efficient Operations:

In order to satisfy the terms of this agreement, the equipment furnished by the contractors must be capable of efficient and satisfactory operation, and must be operated in an efficient manner under the personal direction of the members of said contracting firm. All operators and employes must be competent and capable to

perform their respective labors and duties, and if in the opinion of the Highway Engineer any help employed in the operation of said dredge is not competent, or is not working in the interests of efficiency and for the good of the State, such employe shall be promptly replaced by the contractors with efficient and satisfactory help.

In case the contractors fail to furnish satisfactory and efficient equipment to operate to the best interests of the State, and fail to make satisfactory progress in the conduct of the work, or to otherwise fully and adequately comply with the terms of this agreement, this contract in the option of the State Highway Commission may be terminated, and payment to the contractor shall be made on the basis of work performed prior to the date of termination, or the Highway Commission may take over the work and equipment and complete the said job in such manner as in the judgment and discretion of the Highway Commission will be for the best interests of the State.

In case it becomes necessary for the State to take over the job and equipment, the contractors and their surety shall be responsible for all expense incurred by the State Highway Commission, and shall reimburse the State for such part of said expense as may be in excess of the amount which would have been due the said contractors had said work been completed by said contractors as provided in this contract.

Performance of Work:

In carrying out the work to be accomplished under this agreement with the equipment furnished and operated by the contractors, the contractors shall conform in every respect to and with the instructions of the State Highway Engineer and the plans for the work as furnished by him from time to time. Excavations shall be taken out as nearly true to established lines and cross-sections as is practicable, and the excavated material shall be deposited in the embankment in such manner as will insure stable and workmanlike construction. The embankment shall be constructed in lifts or courses of such thicknesses as will stand without sliding and without causing or resulting in heaving in the lower courses, or in the adjacent ground. In general, and as a usual thing, each course shall be placed over the entire length of the project before the placing of the next course is commenced.

Compensation to be Paid Contractors:

In full and complete compensation for the furnishing and operation of said dredging equipment as herein provided, and for all services rendered by saidcontractors, and their employes, including all materials furnished, the State hereby agrees to compensate and pay the said contractors the sum of Five and 95/100 ($5.95) Dollars per hour for every hour during which the said dredge or dredging outfit shall be in actual operation at full capacity. Time shall be measured at the nearest minute, but no deduction shall be made for shut-downs or delays of less than fifteen (15) minutes' duration, unless the aggregate of less than 15 minute shut-downs or delays in

any one eight hour shift is in excess of forty-five (45) minutes. The full time of shut-downs and delays of 15 or more minutes in duration shall be deducted from pay time, as shall also such portion of the aggregate of less than 15 minute shut-down or delay periods in any one 8 hour shift as may be in excess of 45 minutes. Pay time shall not commence until the actual deposit of material in the highway embankment begins, and pay time shall cease when the placing of material in the embankment is completed. The State Highway Commission will make no payment for time used or expense incurred either prior to the beginning of construction operations, that is, prior to the actual placing of material in the embankment or subsequent to the completion of the embankment.

Payment for the work upon the basis outlined above shall be understood to constitute full and complete compensation to the contractors for the furnishing and the operating of the dredging outfit and for carrying out in full all of the terms and conditions set out in this agreement. No further or additional payment will be made for any work herein specified to be done, or for any things herein specified to be furnished.

In case the contractors are required to construct culverts, to do clearing and grubbing, to use powder in the breaking up of the crust of the borrow-pit where the same is crossed by ash ridges, or to perform other work not contemplated by the specifications, or the work heretofore outlined as the work to be done by the said contractors at their own expense, then the contractors shall be reimbursed for such additional work, and such compensation shall be determined by taking the actual expense incurred in the performance of such additional work to which shall be added an amount equalling fifteen (15%) per cent. of the cost of labor, and five (5%) per cent. of the cost of material or supplies. The details of the payment for compensation for this latter class of work shall be the same as specified for payment for force account work as the same is defined in the State Highway Commission's standard specifications for force account work.

Monthly and final payments to said contractors for work performed shall be made in the same manner and at the same times as other highway construction work is paid for by the State Highway Commission. In other words, the method and time of payment employed by the State on all of its contracts shall prevail and be employed in connection with payments made under this contract.

Engineer's Decision Final:

It is mutually agreed between the parties to this contract, that in order to prevent all disputes and misunderstandings in relation to any of the provisions contained in this agreement, or their performance by either of said parties, the Engineer of the State Highway Commission shall be an umpire to decide all matters arising or growing out of said contract. The Engineer shall determine the amount and quantity of the work which is to be paid for under this contract, and shall decide all questions which may arise relative to the fulfillment of the same, and his estimates and decisions shall be final and conclusive and binding upon both parties to this agreement.

Eight-Hour Day:

The contractors shall employ no person for more than eight hours in any one day or for more than forty-eight (48) hours in one week, except in case of emergency when no other competent labor is available. In each and every case where the hours of employment are greater than those stated above, the employe or employes shall be compensated as required by law for all over-time work.

Payment of Labor and Material Claims:

Said contractors shall promptly pay all laborers' or mechanics, subcontractors and materialmen, and all persons who shall supply such laborers, mechanics or subcontractors with material, supplies or provisions for carrying on such work, and all just debts, dues and demands incurred in the performance of said work.

State Indemnified:

Said contractors shall indemnify and save harmless the State of Oregon, the State Highway Commission, its officers and agents, against any direct or indirect damages that shall be suffered or claimed, or injuries to persons or property during the construction of said work, and until the same has been accepted by the State.

Bond to Accompany Contract:

Said contractors shall furnish a bond in favor of the State of Oregon in the sum of $15,000.00, which bond shall be in form and sufficiency satisfactory to and approved by the State Highway Commission, and which shall be conditioned upon the faithful performance of all of the terms and conditions of this agreement.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their seals, the day and year first above written.

STATE OF OREGON, through the
STATE HIGHWAY COMMISSION,

By_____ Chairman

WITNESSES:

By_____ Commissioner

_____

By_____ Commissioner
Party of the First Part.

_____

_____ (SEAL)

_____ (SEAL)
Parties of the Second Part.

BOND TO ACCOMPANY CONTRACT

KNOW ALL MEN BY THESE PRESENTS: That we, McLeod Brothers, as principal, and

as surety, are jointly and severally held and bound unto the State of Oregon, in the sum of Fifteen Thousand Dollars ($15,000.00) for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH

That, whereas, on the Sixth day of February, 1923, the said McLeod Brothers, principal herein, made and entered into a certain contract, copy of which is hereto annexed, with the State of Oregon, and which contract, together with the plans, specifications, general and special provisions, is hereby made a part hereof, by the terms, conditions and provisions of which the said McLeod Brothers, principal herein, agrees to grade the portion between engineer's station 25 + 00 and station 130 + 90 of the Coquille-Fat Elk Creek Section of the Roosevelt Coast Highway in Coos County; to furnish all necessary machinery, tools, apparatus, material and labor, and to complete the work in the most substantial and workmanlike manner according to said plans and specifications, and such modifications to the same as may be made, and other directions as may be given, in accordance with the terms of the contract.

NOW, THEREFORE, if the principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the said contract, in all respects, and shall well and truly and fully do and perform all matters and things by him undertaken to be performed under said contract, upon the terms proposed therein, and within the time prescribed therein, or as extended as provided in the general provisions; and shall indemnify and save harmless the State of Oregon, the State Highway Commission, its officers and agents, against any direct or indirect damages that shall be suffered or claimed, or injuries to persons or property during the construction of said work, and until the same is accepted; and shall promptly pay all laborers, mechanics, subcontractors and materialmen, and all persons who shall supply such laborers, mechanics, or subcontractors with material, supplies or provisions for carrying on such work, and all just debts, dues and demands incurred in the performance of such work; and shall pay said State of Oregon such liquidated damages as may accrue to said State under said contract; and shall in all respects faithfully perform said contract according to law, then this obligation is to be void, otherwise to remain in full force and effect.

BOND TO ACCOMPANY CONTRACT

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as surety, are jointly and severally held and bound unto the State of Oregon, in the sum of Fifteen Thousand Dollars ($15,000.00) for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

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NOW, THEREFORE, if the principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the said contract, in all respects, and shall well and truly and fully do and perform all matters and things by him undertaken to be performed under said contract, upon the terms proposed therein, and within the time prescribed therein, or as extended as provided in the general provisions; and shall indemnify and save harmless the State of Oregon, the State Highway Commission, its officers and agents, against any direct or indirect damages that shall be suffered or claimed, or injuries to persons or property during the construction of said work, and until the same is accepted; and shall promptly pay all laborers, mechanics, subcontractors and materialmen, and all persons who shall supply such laborers, mechanics or subcontractors with material, supplies or provisions for carrying on such work, and all just debts, dues and demands incurred in the performance of such work; and shall pay said State of Oregon such liquidated damages as may accrue to said State under said contract; and shall in all respects faithfully perform said contract according to law, then this obligation is to be void, otherwise to remain in full force and effect.

Put in corrected Bond attached

Witness our hands this _____ day of _____,
1928.

_____(Seal)

_____(Seal)

_____(Seal)

_____(Seal)

Principal

_____

_____

_____

_____

Surety

Agreement To Furnish Dredging

Equipment and To Operate

Same in the Performance of

State Highway Construction

General Conditions:-

Under the terms of this contract, the contractors agree to furnish certain dredging equipment and to operate that equipment in the construction of a highway embankment between Stations 25/00 and 130/90 of the Coquille-Fat Elk Creek Section of the Coast Highway in Coos County. The terms under which this equipment shall be furnished and operated, and the terms in accordance with which such furnishing and operating shall be paid for, are as set forth hereinafter.

Equipment To Be Furnished:-

The equipment to be furnished shall be a fully equipped bucket dredging outfit. The bucket shall be of one and one-quarter (1-1/4) cubic yards capacity; the motive power shall be a sixty-five horse-power Diesel gas engine; and the boom shall be at least eighty-five feet in length. The dredge shall be the one understood to be now owned by the contractors, and the one which they have designated as the one to be furnished for this work; or it shall be one equally acceptable to the Engineer. The dredging equipment shall include all minor equipment, accessories and tools necessary for efficient operation of the dredge, and for the efficient carrying on of the dredging work.

In case the eighty-five foot boom is found to be too short for the convenient depositing of materials in accordance with the plan of embankment construction, the contractors shall, at their own expense, equip the dredge with a one-hundred foot boom.

Operation of Equipment:-

The contractors shall operate the dredging equipment which they furnish, in the construction of a highway embankment from Station 25/00 to Station 130/90 of the Coquille-Fat Elk Creek Section.

They shall furnish a complete crew of experienced and competent dredge operators and all other labor necessary to operate the dredge at its maximum capacity. They shall furnish all fuel, oil and supplies of all kinds used in the operation of the equipment, and in its repair and upkeep, at their own expense.

Maintenance and Repair of Equipment:-

The contractors shall maintain the dredge and all other equipment in good working order, and they shall bear the expense of all repairs and renewals.

~~The contractors shall at all times be in responsible charge of the~~

It shall be understood that the contractors are at all times in charge of and responsible for the

equipment, and the State Highway Commission will assume no responsibility for any loss of equipment or damage to equipment that may result from any cause whatsoever.

Delivery and Removal of Equipment:-

The contractors shall bear all expense in connection with the delivery of the equipment to the point where embankment construction is to begin, and in connection with the removal of the equipment from the work after completion.

The contractor shall also bear the expense of moving the equipment from place to place on the work.

Period of Performance of Work:-

Substitute revised clause

The contractors shall have the dredge on the ground and shall commence its operation not later than April 1st, 1923. Operation shall continue from the time of commencement until such time as property owners in the vicinity insist upon the water from the dredger ditch being drained off so as not to interfere with the drainage of their property. Operation shall be again commenced as early in the Fall of 1923 as the adjacent property owners will permit, and shall be continued until the work to be done is completed.

The contractors shall not discontinue operations nor remove the dredge from the work during the periods of operation above mentioned.

Contractor Responsible for Injuries:-

The contractor shall assume all liability for any injuries that may be suffered by persons in his employ.- State Std. Clause

Efficient Operation:-

under the personal direction of a member of the contracting firm.

In order to satisfy the terms of this contract, the equipment furnished by the contractors must be capable of satisfactory operation, and it must be operated [redacted] in an efficient manner. All operators and employees must be competent to perform their respective duties, and if, in the opinion of the Engineer, they are not competent or are not working in the interest of efficiency, they shall be promply replaced.

In case the contractors fail to furnish satisfactory equipment, to operate that equipment efficiently, to make satisfactory progress in the conduct of the work, or to otherwise fully comply with the terms of the contract, the contract may be terminated by the Highway Commission and payment to contractor made upon the basis of work performed prior to the date of termination, or the Highway Commission may take over the work and carry it to completion in such manner as it deems most feasible. In the latter case, the contractors and their surety shall be responsible for all expense incurred by the State Highway Commission, and shall reimburse the State Highway Commission for such part of that expense as may be in excess of the amount earned as computed from the rate of payment provided for in this contract or from such adjusted rate as the Engineer may consider to be equitable under the circumstances.

Substitute attached clause

Performance of Work:-

In the performance of the embankment construction, the contractors shall conform in every respect with the instructions of the Engineer, and shall follow exactly the plans for the work as furnished by him.

Excavations shall be made true to the lines and cross-section called for by the plans. The excavated materials shall be deposited in such manner as will result in an embankment true to the lines, grades and cross-sections indicated in plans. The excavated materials shall be deposited in uniform layers of such thicknesses as the engineer may direct.

No payment will be made for time expended in the performance of any work which does not comply with these requirements or which is not in accordance with the instructions of the Engineer.

Compensation of Contractor:-

In full compensation for the furnishing and operating of dredging equipment as above provided, the State Highway Commission will compensate the contractors at the rate of Five Dollars and Ninety-five Cents ($5.95) per hour of actual operation at full capacity.

Time shall be measured to the nearest minute, but no deductions shall be made for shut-downs or delays less than fifteen (15) minutes in duration, unless the aggregate of less than fifteen-minute shut-downs or delays in any one eight-hour shift is in excess of forty-five (45) minutes. The full time of shut-downs and delays fifteen (15) or more minutes in duration, shall be deducted from pay time, as shall also such portion of the aggregate of less than fifteen-minute shut-down or delayed periods in any one eight-hour shift, as may be in excess of forty-five (45) minutes.

When operation is going on at less than the full-capacity rate, the engineer or the inspector shall estimate the rate of operation in percentage of full-capacity rate, and such operation shall be paid for at that percentage of the $5.95 price per hour. The full-capacity rate of operation shall be understood to be the rate at which yardage is moved under the same conditions when the equipment is in good working order and is being operated by a full crew and with efficiency.

Pay time will not commence until the actual deposit of material in the highway embankment begins, and pay time shall cease when the placing of materials in the embankment is completed. The State Highway Commission will make no payment for time, nor separate payment for expense of any kind, incurred either prior to the beginning of embankment construction or subsequent to the completion of embankment.

The contractors guarantee to handle an average of not less than fifty (50) cubic yards per hour of pay operation, and it is specifically agreed that the number of pay hours to be allowed the contractors shall not exceed one-fiftieth of the total number of cubic yards of excavation moved into the highway

embankment.

Payment for the work upon the basis outlined above shall be understood to constitute full and complete compensation to the contractors for the furnishing and operating of the dredging outfit and for the carrying out in full of all of the terms and conditions set out in this contract. No further payment will be made for any work herein specified to be done or for any things herein specified to be furnished.

In case the contractors are required to construct culverts, to do clearing and grubbing, to use powder in the breaking up of the crust of the borrow pit where same is crossed by ash ridges, or to perform other work not contemplated by the specifications to be performed by the contractors at their own expense, and not included in the work to be paid for at the unit contract price, then, the contractor will be reimbursed for such work in the amount of the extra expense actually incurred in connection with its performance, plus a commission of fifteen per cent on labor expense and five per cent on material and supply expense. The details of payment for this class of work shall be the same as specified for payment for force account work, on page 15 of the State Highway Commission standard specification form (Revision of May 1, 1921.)

Monthly and final payments to the contractors for work performed shall be made in accordance with the clauses headed "Partial Payments", "Final Extimate and Final Payment", "Manner of Making Payments", and "Suspension of Payments" as given on pages 17 and 18 of the standard specification form above referred to.

March 8, 1923

Mr. C. H. Purcell,
District Engineer,
Bureau of Public Roads,
Postoffice Building,
Portland, Oregon.

Dear Sir:

In response to yours of February 28th, 1923, relative to installation of safeguards at the railroad crossing in the town of Coquille in connection with Oregon project statement No. 94, beg to advise that we have had this matter up with the railroad company and the Public Service Commission some time ago and as a result of such negotiations, an electric "wig wag" signal has been installed by the railroad company. This is a signal which, as you know, shows a red light, rings a bell and has a moving arm when the train is within that particular block.

This is probably the best protection we can secure on a railroad crossing of that class.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION,

By

Secretary.

R.K:LM

PR94

Agreement To Furnish Dredging Equipment and To Operate Same in the Performance of State Highway Construction

As Turned over to Stevens for drawing Contract. JAP

General Conditions:-

Under the terms of this contract, the contractors agree to furnish certain dredging equipment and to operate that equipment in the construction of a highway embankment between Stations 25/00 and 130/90 of the Coquille-Fat Elk Creek Section of the Coast Highway in Coos County. The terms under which this equipment shall be furnished and operated, and the terms in accordance with which such furnishing and operating shall be paid for, are as set forth hereinafter.

Equipment To Be Furnished:-

The equipment to be furnished shall be a fully equipped bucket dredging outfit. The bucket shall be of one and one-quarter (1-1/4) cubic yards capacity; the motive power shall be a sixty-five horse-power Diesel gas engine; and the boom shall be at least eighty-five feet in length. The dredge shall be the one understood to be now owned by the contractors, and the one which they have designated as the one to be furnished for this work; or it shall be one equally acceptable to the Engineer. The dredging equipment shall include all minor equipment, accessories and tools necessary for efficient operation of the dredge, and for the efficient carrying on of the dredging work.

In case the eighty-five foot boom is found to be too short for the convenient depositing of materials in accordance with the plan of embankment construction, the contractors shall, at their own expense, equip the dredge with a one-hundred foot boom.

Operation of Equipment:-

The contractors shall operate the dredging equipment which they furnish, in the construction of a highway embankment from Station 25/00 to Station 130/90 of the Coquille-Fat Elk Creek Section.

They shall furnish a complete crew of experienced and competent dredge operators and all other labor necessary to operate the dredge at its maximum capacity. They shall furnish all fuel, oil and supplies of all kinds used in the operation of the equipment, and in its repair and upkeep.

Maintenance and Repair of Equipment:-

The contractors shall maintain the dredge and all other equipment in good working order, and they shall bear the expense of all repairs and renewals.

The contractors shall at all times be in responsible charge of the

equipment, and the State Highway Commission will assume no responsibility for any loss of equipment or damage to equipment that may result from any cause whatsoever.

Delivery and Removal of Equipment:-

The contractors shall bear all expense in connection with the delivery of the equipment to the point where embankment construction is to begin, and in connection with the removal of the equipment from the work after completion.

The contractor shall also bear the expense of moving the equipment from place to place on the work.

Period of Performance of Work:-

The contractors shall have the dredge on the ground and shall commence its operation not later than April 1st, 1923. Operation shall continue from the time of commencement until such time as property owners in the vicinity insist upon the water from the dredger ditch being drained off so as not to interfere with the drainage of their property. Operation shall be again commenced as early in the Fall of 1923 as the adjacent property owners will permit, and shall be continued until the work to be done is completed.

The contractors shall not discontinue operations nor remove the dredge from the work during the periods of operation above mentioned.

Contractor Responsible for Injuries:-

The contractor shall assume all liability for any injuries that may be suffered by persons in his employ.

Efficient Operation:-

In order to satisfy the terms of this contract, the equipment furnished by the contractors must be capable of satisfactory operation, and it must be operated by them in an efficient manner. All operators and employees must be competent to perform their respective duties, and if, in the opinion of the Engineer, they are not competent or are not working in the interest of efficiency, they shall be promply replaced.

In case the contractors fail to furnish satisfactory equipment, to operate that equipment efficiently, to make satisfactory progress in the conduct of the work, or to otherwise fully comply with the terms of the contract, the contract may be terminated by the Highway Commission and payment to contractor made upon the basis of work performed prior to the date of termination, or the Highway Commission may take over the work and carry it to completion in such manner as it deems most feasible. In the latter case, the contractors and their surety shall be responsible for all expense incurred by the State Highway Commission, and shall reimburse the State Highway Commission for such part of that expense as may be in excess of the amount earned as computed from the rate of payment provided for in this contract or from such adjusted rate as the Engineer may consider to be equitable under the circumstances.

Performance of Work:-

In the performance of the embankment construction, the contractors shall conform in every respect with the instructions of the Engineer, and shall follow exactly the plans for the work as furnished by him.

Excavations shall be made true to the lines and cross-section called for by the plans. The excavated materials shall be deposited in such manner as will result in an embankment true to the lines, grades and cross-sections inuicated in plans. The excavated materials shall be deposited in uniform layers of such thicknesses as the engineer may direct.

No payment will be made for time expended in the performance of any work which does not comply with these requirements or which is not in accordance with the instructions of the Engineer.

Compensation of Contractor:-

In full compensation for the furnishing and operating of dredging equipment as above provided, the State Highway Commission will compensate the contractors at the rate of Five Dollars and Ninety-five Cents ($5.95) per hour of actual operation at full capacity.

Time shall be measured to the nearest minute, but no deductions shall be made for shut-downs or delays less than fifteen (15) minutes in duration, unless the aggregate of less than fifteen-minute shut-downs or delays in any one eight-hour shift is in excess of forty-five (45) minutes. The full time of shut-downs and delays fifteen (15) or more minutes in duration, shall be deducted from pay time, as shall also such portion of the aggregate of less than fifteen-minute shut-down or delayed periods in any one eight-hour shift, as may be in excess of forty-five (45) minutes.

When operation is going on at less than the full-capacity rate, the engineer or the inspector shall esti ate the rate of operation in percentage of full-capacity rate, and such operation shall be paid for at that percentage of the $5.95 price per hour. The full-capacity rate of operation shall be understood to be the rate at which yardage is moved under the same conditions when the equipment is in good working order and is being operated by a full crew and with efficiency.

Pay time will not commence until the actual deposit of material in the highway embankment begins, and pay time shall cease when the placing of materials in the embankment is completed. The State Highway Commission will make no payment for time, nor separate payment for expense of any kind, incurred either prior to the beginning of embankment construction or subsequent to the completion of embankment.

The contractors guarantee to handle an average of not less than fifty (50) cubic yards of excavation per hour of pay operation, and it is specifically agreed that the number of pay hours to be allowed the contractors shall not exceed one-fiftieth of the total number of cubic yards of excavation moved into the highway

embankment.

Payment for the work upon the basis outlined above shall be understood to constitute full and complete compensation to the contractors for the furnishing and operating of the dredging outfit and for the carrying out in full of all of the terms and conditions set out in this contract. No further payment will be made for any work herein specified to be done or for any things herein specified to be furnished.

In case the contractors are required to construct culverts, to do clearing and grubbing, to use powder in the breaking up of the crust of the borrow pit where same is crossed by ash ridges, or to perform other work not contemplated by the specifications to be performed by the contractors at their own expense, and not included in the work to be paid for at the unit contract price, then, the contractor will be reimbursed for such work in the amount of the extra expense actually incurred in connection with its performance, plus a commission of fifteen per cent on labor expense and five per cent on material and supply expense. The details of payment for this class of work shall be the same as specified for payment for force account work, on page 15 of the State Highway Commission standard specification form (Revision of May 1, 1921.)

Monthly and final payments to the contractors for work performed shall be made in accordance with the clauses headed "Partial Payments", "Final Estimate and Final Payment", "Manner of Making Payments", and "Suspension of Payments" as given on pages 17 and 18 of the standard specification form above referred to.

Page 1

Contractor to dredge and remove dredge at own expense and own time ***

Work to be done:

Dredger work as called for in proposal to Commission of Feb. 6, 1923, known as Fat Elk Section of the Coast Highway. More particularly the dredge work between stations 25/00 and 130/90.

Equipment and operation rate for same:

Contractor to furnish dredge described in alternate proposal to Commission dated Feb. 5, 1923 at Bandon as follows:

"I hereby offer to furnish all labor and material and the following equipment, one 25' x 82' dredge with 65 horse power Dietsel engine and ~~4~~ yard bucket, together with sufficient crew to run same at full capacity for $5.95 per hour". → Fuel, repairs + maintenance + depreciation to be included.

Contractor also agrees to replace present 85 foot boom with one 100 feet long at his own expense if required by the State to properly build the Dike.

Full capacity:

Full capacity shall be left to the Engineer in charge. Any operator responsible for slow and inefficient operation will be immediately replaced upon complaint of the Engineer, who will be sole judge.

Delay:

It is mutually agreed and understood that any delay of 15 minutes or more, due to contractors failure to operate equipment at full capacity as previously set forth, will be deducted from contractors time. In case of necessary supension of the work during summer season a five days notice shall be given the contractor. Should [redacted] delay in any 8 hour shift aggregate more than 45 minutes actual operating time will be paid

Extra work:

Contractor shall do such extra work as ordered by Engineer in writing and will recieve 15% on labor and 5% on material according to customary practice of the Commission and to be paid as other bills are paid. All work outside of handlingdredge will be extra work.

Towing:

Contractor shall do all towing of ~~barge~~ dredge when it is necessary to move it from place to place on the work and also to and from the work. He shall also move at his own expense the County bridge across Fat Elk Creek on the way to the work and also when returning. He shall be liable for any and all damage caused by such towing.

Payment:

Payment will be made monthly on bills rendered by the contractor furnished in triplicate. This shall be made up on the 20th of each month and will be paid in regular manner by the Commission.

Bond:

A bond of $10,000.00 will be required to protect the State of Oregon against unpaid bills or loans or judgements against equipment. Responsibility Contractor releases State from all liability to work

P.94 /

Contractor to deliver and remove dredge at own expense and same time ✕ ✕✕

Work to be done:

Dredger work as called for in proposal to Commission of Feb. 6, 1923, known as Fat Elk Section of the Coast Highway. More particularly the dredge work between stations 25/00 and 130/90.

Equipment and operation rate for same:

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Contractor also agrees to replace present 85 foot boom with one 100 feet long at his own expense if required by the State to properly build the Dike.

Full capacity:

Full capacity shall be left to the Engineer in charge. Any operator responsible for slow and inefficient operation will be immediately replaced upon complaint of the Engineer, who will be sole judge.

Delay:

It is mutually agreed and understood that any delay of 15 minutes or more, due to contractors failure to operate equipment at full capacity as previously set forth, will be deducted from contractors time. In case of necessary supension of the work during summer season a five days notice shall be given the contractor. Should [redacted] slow to fill 45 minute [illegible] slow in any [illegible] shift average, more than actual operating time will be paid

Extra work:

Contractor shall do such extra work as ordered by Engineer in writing and will recieve 15% on labor and 5% on material according to customary practice of the Commission and to be paid as other bills are paid. All work outside of handling dredge will be extra work.

Towing:

Contractor shall do all towing of ~~bridge~~ dredge when it is necessary to move it from place to place on the work and also to and from the work. He shall also move at his own expense the County bridge across Fat Elk Creek on the way to the work and also when returning. He shall be liable for any and all damage caused by such towing.

Payment:

Payment will be made monthly on bills rendered by the contractor furnished in triplicate. This shall be made up on the 20th of each month and will be paid in regular manner by the Commission.

Bond:

A bond of $10,000.00 will be required to protect the State of Oregon against unpaid bills or loans or judgements against equipment.

Responsibility Contractor releases State from all liability to [illegible]

State engineer instructed not to allow any time for delays unless specified in writing by engineer

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS,
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.....

POST OFFICE BUILDING,
PORTLAND, OREG.

February 28, 1923.

RECEIVED
MAR 2 1923
STATE HIGHWAY COMMISSION

Mr. Herbert Nunn,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

On February 21, 1923, the Secretary of Agriculture approved Oregon project statement No. 94.

This approval was made subject to the condition that there be inserted in the project agreement a stipulation that you will initiate, or cause to be initiated, such action as may be necessary to secure the installation of safeguards at the railroad grade crossing of the Southern Pacific railroad in the Town of Coquille, adequate for the protection of a grade crossing of that class.

Yours very truly,

C. H. Purcell,
District Engineer.

Blair approved Fridy
Wing-Wolf

M.R.

Form 2A—28244—2M—1-23.

R. A. BOOTH, EUGENE, CHAIRMAN
J. N. YEON, PORTLAND
W. L. BARRATT, HEPPNER
COMMISSIONERS

ROY A. KLEIN, SECRETARY AND ASSISTANT ENGINEER

HERBERT NUNN
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION

SALEM

Marshfield, Ore.
Feb. 24, 1923.
Box 151.

FEB 26 1923

Mr. Herbert Nunn,
State Highway Engineer,
Salem, Ore.

Attention Mr. Probert,

PR #94

Dear Sir:-

Herewith essential points of contract to be drawn up between the State and McLeod Bros. for the Dike sount of Coquille.

Want to make it free from non-essentials yet binding. I have not recommended the 400 yards a day guarantee. For the proper operation I think is fully covered by "full capacity" and deducting for 15 minutes or more of a shut down. I expect great deal more than 400 yards and am sure we will get it. So do not want such a figure in their minds. It would be like paying a laborer, a days pay when he had taken a certain number of shovels fulls, making it necessary to have some one count them, instead of leaving it to the judgement of the foreman as to a days work. It would be necessary for us to measure the ditch every day. We have sufficient control of contractor when leaving to judgement of engineer as to when dredge is operating at full capacity. McLeod is willing to have this left in that way.

Recommend this contract be drawn as soon as possible. The outfit is now working for the County but will be through in about two weeks.

Yours respectfully,

W. E. Chamberlain

WEC:L

Division Engineer.

February 23d, 1923.

Mr. W. E. Chandler,
Division Engineer,
Marshfield, Oregon.

PR #94

Dear Sir:

As we have had no word from you in regard to the agreement which you were to work out with the contractor for the dredging work on the Coquille-Pat Elk Creek Section, we are writing to ask what the present status of your negotiations with the contractor is.

It would seem desirable to have this agreement executed as soon as possible in order that the contractor may commence work and complete a considerable part of same prior to the beginning of the season when it will be necessary to discontinue operations on account of interference with the drainage of adjacent agricultural property.

Very truly yours,

HERBERT [redacted]
State Highway Engineer

By

Office Engineer.

HEP:AP

Mr. C. H. Purcell,
District Engineer,
The Bureau of Public Roads,
Post Office Bldg.,
Portland, Oregon.

February 10, 1923.

PR #94

Dear Sir:

In view of the unsatisfactory bids received for the grading of Federal aid project #94, the State Highway Commission considers it advisable to enter into an agreement with McLeod Bros. of Bandon, Oregon for the performance of the dredging work in connection with this project on a per hour basis.

The details of this proposed agreement have not yet been worked out in full, but it will provide for an hourly rate of $5.90, which rate covers the furnishing of the dredge and all expense in connection with its operation. No payment will be made for periods of idle time more than fifteen minutes in duration, and the contractor will be required to guarantee to move an average of not less than four hundred cubic yards per eight hour day.

It is our intention to have these contractors perform only the dredging operation, and all other work involved, will be performed either by State forces or by contracts to be entered into at the proper times for the performance of the work. This other work will consist of the construction of culverts and trestles, the performance of the ordinary excavation work at the Coquille end of the project, and of the trimming and finishing of the dredged embankment.

We will be pleased to have you advise us as to whether an agreement along the lines outlined above, will meet with your approval. We would also be pleased to have your suggestions as to the basis upon which you would wish to have the amounts of Federal cooperation figured. We would like, if possible, to bill you for the dredger work at the hourly rate to be paid the contractor, and to bill you for such work as may be done by State forces at estimated unit prices. This plan would avoid the necessity of accurately measuring the dredger work, and would simplify the preparing of vouchers.

Very truly yours,

HERBERT HUNN
State Highway Engineer

Per

SHP:ER

Office Engineer

February 1st, 1923.

Mr. W. E. Chandler,
Division Engineer,
Marshfield, Oregon.

PR #94

Dear Sir:

In your letter of January 30th in regard to the Coquille-Fat Elk Creek Project, you refer to our having omitted from the bid quantities the rip rap which was included in your original estimate.

Our reason for omitting this item was that all of it was planned to be used in the rip rapping of the fills at the bridge ends, which would seem to make it advisable to include the rip rapping as a part of the bridge contract rather than as a part of the grading contract. It would appear not to be desirable to have this rip rap placed in advance of the bridge construction. A further consideration was that in your suggested special provisions you made only indefinite reference to the source of rip rap materials, and the means by which they could be delivered. As I recall it, you stated that sand stone rock would be excavated from cuts on the section adjoining the Coquille-Fat Elk Creek Section. With this provision, we hardly know how to provide for the matter of the excavation of the rip rap materials. It would appear that you might have contemplated that the rock would be obtained from excavation to be made by the Contractor upon the proposed work west of Fat Elk Creek.

I do not wish to prolong the discussion in regard to the side of the high fill upon which the dredger ditch should be constructed, but there are one or two points mentioned in your letter which I would like to discuss a little further.

You state that the construction of the ditch upon the north side of the fill makes it possible to utilize the old dike as a part of the new fill. Is it not true that the new fill will toe out on the old dike in exactly the same manner regardless of whether the ditch is on the north or the south side of the fill?

You state that the matter of building approaches for the property owners on the north side would be the same regardless of which side of the fill the new ditch is constructed. Is it not true that if the ditch is placed upon the north side of the fill, the County will have to pay for the construction of these approaches as a part of the right-of-way considerations; whereas, if the ditch is constructed upon the south side

of the fill the property owners upon the north side would have to construct these approaches at their own expense? It seems to me that this has a very vital bearing upon the cost of the project to the County.

In discussing this matter with Mr. Drinkhall, I received the impression that the natural drainage of the land through which this fill is to be constructed was from the south to the north. It is difficult to understand therefore why culverts would be required to carry any drainage from the north side of the fill to the south side, and it would seem that the construction of the ditch upon the south side of the fill would automatically eliminate the necessity for any culverts.

Very truly yours,

State Highway Engineer

By

Office Engineer

JHP:AP

HERBERT NUNN
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION

SALEM

Marshfield, Ore.
Jan. 30, 1923.
Box 151.

RECEIVED
FEB 1 1923
OREGON
STATE HIGHWAY COMMISSION

Mr. Herbert Nunn,
State Highway Engineer,
Salem, Oregon.

Attention Mr. Probert,

Dear Sir:-

In regard to placing ditch on the south side instead of on the north side has been gone into very thoroughly and several things not mentioned in your letter of January 24th appear after considerable study of the project on the ground. However I will answer your points according to number in your letter.

Point No. 1: Culverts. The culverts west of Fat Elk drainage will probably all be eliminated wherever the ditch is placed. It now appears, since the high water of a few days ago, that more trestle will have to ve placed next to the hill. Probably taking one hundred (100) feet or more from the four hundred (400) feet of trestle at Fat Elk. The culverts east of the Fat Elk, or between station 25 and station 100 all being 2 x 2 boxes, will no doubt be placed which ever side the ditch goes on or they may be eliminated no matter which side the ditch goes on. With the ditch on the north side they could be eliminated by by a small ditch on the south side, but the ditch would require probably more right-of-way and the excavating cost would be excessive as it would have to be done with teams or by hand. You weill notice high ground between stations 70 and 95. In order to drain through this considerable yardage would have to be moved. A practical ditch will amount to at least 6000 cu.yds at .30¢ or $1800.00. Land required would be approximate 3 acres at $200.00 or $600.00. The culverts eliminated would be 256 lin.ft. of 2 x 2 at $3.00 or $512.00 against $2400.00 for ditch. The yardage could of course be used in embankment but it would cost about two and one half (2½) times as much per yard as it can be dug for in the main ditch. With the main ditch on the south side, one of two things must be done, either put in the same culverts for cross drainage or clean out the present ditch on that side. This is estimated to cost $1000.00. The ditch is now so badly filled with brush, logs and roots as to make it of little value for drainage. The Drainage District will pay the $1000.00 if the ditch goes on the north side, thus making it ~~un~~necessary to clean the present ditch.

No. 2. Mr. Nunn.

The 4 x 4 culvert at station 25 and all of those east of there will be necessary no matter where the main ditch goes. The team borrow pit east of station 25 must all drain west into the main ditch.

I do not see where the $3000.00 approximate is found in culverts, for according to my estimate all on the project only amount to $2303.00. You state that the county should take care of the culverts if the ditch is on the north side. I donot see thie, as the culverts as placed are not any more than enough to take care of natural drainage and feel sure they should be a part of the construction cost.

You state there is no advantage to the State in having the ditch on the north side. An investigation of the field conditions and a study of the drainage will disclose the following facts: (1)The well settled old embankment which will act as a berm when the ditch is placed on the north is of considerable value. The principle trouble in a project of this kind is the forcing this berm into the ditch as weight is placed back of it by the fill. This value is hard to estimate but surely exists. (2) With the ditch on the north side we avoid taking the dredge through Fat Elk tide gates, removing them or digging around them. Also the Drainage District men claim they now do not have sufficient tide gate openings to take care of the water and if they had this main ditch on the south the quantity of water would be increased making it necessary to enlarge the openings. This would be a cost to the State, as it is now we do not bother existing drainage conditions and the Drainage District will have to maintain the tide gates.

Point No. 2: There is little difference of the value of the land on the south side and the north side. The land on the north side has been plowed for some years although some along the ditch is still uncleared. On the south the land has been slached and under pasture for two or three years which is long enough to allow most of the stumps, brush and small trees to rot. This was gone over last year and reamining stumps shot out or pulled, therefore it only remains to be plowed to make it the same value as that on the north. There is probably $10.00 or $15.00 an acre difference in the value now. The free right-of-way with the ditch greatly affects this difference.

Point No. 3: This point ans the previous ones are plainly a right-of-way consideration. This I have tried to keep in the back ground, considering first, at least, the very best place for the road from an engineering point of view. There is now a ditch on the north which if cleaned out and deepened as contemplated or wheather left as it is will have to be bridged. The fill is eleven and one half (11½) feet in the highest place and about a twelve (12) per cent grade is about as steep as these should be made on. This would take the approach across a sixty (60) or seventy (70) foot ditch nearly as cheaply as across the present one or for that matter wheather there is any ditch at all or not, the Cost would be about the same. Fill approaches I do not consider in most places practical due to the dificulty in getting the material for them especially on the highest fills. The ranch buildings on the north side are now built and built some distance away from the fill therefore approaches are necessary in any event. On the south side the condition is different. No ranch houses are built, but as contemplated, will be built. These will have to be built off the ground

fifteen (15) feet or at least as high as the dike. For instance a barn if built will have an approach directly from the top of the dike to its floor. This will be a short distance as the barn will set on the thirty five (35) foot line. They will then have an approach from the fields into the barn. Now if the ditch is on the south side there will be required as much more bridge as the width of the ditch amounts too. As it is now I understand no approaches are going to be asked for on the south except one on the high ground. The approaches on the north will be little changed wheather the ditch is placed there or not.

Point No. 4: With the ditch on the south more berm would be a very valuable asset and well worth the right-Of-way cost. *The old settled dike on the north is better than a wide berm.*

Point No. 5: Do not know how Mr. Devers got the idea that one hundred (100) feet is to be obtained on the north property owners, for seventy (70) feet is all that has ever been considered. One hundred (100) feet will be obtained all together on the work east of station 25.

The plan of throwing all the road on the south property has been considered and the County has been looking into this as a better solution of the right-of-way trouble. I have held out against it as I consider the line as run with the ditch on the north side, getting the full value out of the present dike of considerable importance. This value I would place between $1000.00 and $2000.00. I told them however the change would be considered if they advised it.

There are many things to be taken into consideration on this project. I do not know wheather the above lengthly explanation clears up anything or not but hope so. There is plenty more considerations that appear on the ground that are hard to explain in detail.

The last flood reached elevation 13.8 or 1.2 feet lower than our grade line. A pretty strong current developed near the hill west of Fat Elk which looks as if more trestle would be required.

I notice the rip-rap was cut out of the quantities. This rock could nearly all be placed from a scow and will probably have to place considerable by force account as no prices were asked.

Yours very respectfully,

WEC/L

S. H. Probert

Division Engineer.

January 27th, 1923.

Bureau of Public Roads,
Post Office Building,
Portland, Oregon.

P. E. 94.

Gentlemen:

Herewith we are enclosing six copies of estimate and unit price analysis and four copies of special provisions on the Dike Section, Oregon Project No. 94.

Four blue print sets of plans are today going forward to you, under separate cover, and no cross-sections are submitted with this project as the transverse slopes are all level.

Very truly yours,

HERBERT HUNT
State Highway Engineer

By

Office Engineer.

Dic by J. W. DeSousa.
AF
Enclosures.

Oregon State Highway Department — Project No. 94

Dike Section of the Roosevelt Coast Highway in Curry County.

(Estimate with plans. Not as basis for project agreement)

Salem, Oregon, January 27, 1923.

All Required		Clearing and Grubbing	$ .35	$ 2,000.00
20,000	Cu. Yds.	Common Excavation	.35	7,000.00
198,000	Cu. Yds.	Dredge Excavation	.14	27,720.00
20,000	Sta. Yds.	Overhaul	.05	800.00
80	Lin. Ft.	18" x 18" Cedar Culvert	2.00	160.00
360	Lin. Ft.	2' x 2' " "	3.00	1,080.00
60	" "	3' x 3' " "	4.50	270.00
50	" "	4' x 4' " "	6.00	300.00
60	" "	6' x 6' " "	9.00	540.00
190	M-FBM	Lumber and Timber	45.00	8,550.00
5,000	Lin. Ft.	Piling	.75	3,750.00
5,200	Cu. Yds.	Surfacing	2.50	13,000.00
500	Cu. Yds.	Filler	.50	250.00
		Sub total		65,120.00
		10% Engr. & Cont.		6,512.00
				$ 71,632.00

Length of project ~~3.17~~ 2.37 miles

Cost per mile ~~$24,596.84~~ 30,224.47

State Funds available $69,632.00

Federal Aid Requested 2,000.00

$ 71,632.00

Oregon State Highway Department — Project No. 94.

Dike Section of the Roosevelt Coast Highway in Curry County.

Analysis of estimated surfacing price

Royalty	$ .05
Crushing and screening	.85
Haul (4 mi. @ .25)	1.00
Spreading & finishing	.25
	2.15
Profit	.35
Est. bid price	$ 2.50

SPECIAL PROVISIONS

Coquille-Fat Elk Creek

WORK TO BE DONE

The work to be done under this contract consists of the construction of a high embankment across low bottom land. The total length of the embankment is 2.4 miles, and it is contemplated that all but about 2,000 feet at the Coquille end will be constructed by means of a floating bucket dredge.

DREDGE WORK

Limits:

The section of embankment to be constructed by dredging extends from Station 25 + 00 to Station 130 + 90.

Embankment Construction:

The finished and settled embankment shall have a top width of twenty-six (26) feet, with side slopes of one and one-half horizontal to one vertical. It shall be built in lifts of uniform depth, the depth being such as will stand within the limiting slopes, and being in no case more than six feet.

The embankment shall, in the first instance, be constructed somewhat narrower and four or five feet higher than is contemplated for the finished section, and then after the embankment materials have dried out and settled, the excess materials on top shall be graded off onto the side slopes, and the embankment shall be trimmed true to the uniform line, grade and cross-section indicated in the plans.

Dredger Ditch or Borrow Pit:

The ditch excavated by the dredge shall be finished true to the cross-section indicated on the plans and true to the line established by the Engineer. The side slope on the side nearest the embankment shall be one and one-half horizontal to one vertical, and that on the side farthest from the embankment shall be one horizontal to one vertical.

The bottom of the ditch shall be left as free from pockets and undrained holes as can be expected of skilled bucket-dredge operation, and all excessive irregularities in either bottom or side slopes shall be eliminated by the contractor at his own expense before the work will be accepted.

Coquille-Fat Elk Creek Section - #2

Discontinuance of Work During Summer:

The contractor will not be allowed to operate his dredge during the period from June 1st to September 15th, if such operation prevents or interferes with the drainage of the adjoining farm property.

Measurement and Payment:

Payment for the construction of the embankment between Stations 25 + 00 and 130 + 90 will be made at the price bid per cubic yard for "Dredger Excavation". The number of cubic yards to be paid for shall be the number of cubic yards of material, measured in original position, excavated and placed within the neat lines of the embankment cross-section.

The price bid per cubic yard for "Dredger Excavation" shall be understood to include and cover the construction of the embankment complete and in accordance with these specifications, including the work of grading down the excess materials specified to be deposited above the grade to which the embankment is to be finally finished, and including such other work as may be necessary to produce a completed embankment conforming in every way to the usual high standards of state highway construction.

EMBANKMENT, STATIONS 5+40 to 25+00

The section of embankment to be constructed between Stations 5+40 and 25+00 shall be constructed of materials borrowed from within the highway right-of-way or from such other places as the Engineer may direct. It shall be constructed with such suitable type of equipment as the contractor may elect to use.

Construction of this embankment shall be performed in accordance with the standard specifications applying to excavation and embankment construction, and in accordance with the plans and the Engineer's instructions.

Payment for this work shall be made at the price bid per cubic yard for "Common Excavation", common excavation being understood to be common excavation as defined under the "Two Classification Basis" clause given on Page 21 of the standard specification form. The contractor will not be required to excavate any solid rock for use in this work.

Coquille-Fat Elk Creek Section #3

CEDAR CULVERTS

Cedar culverts shall be constructed of good, sound, fire-killed or green Port Orford Cedar. Construction shall be in accordance with the attached blueprint plans, the sawed timber type or the log type to be used at the contractor's option.

The quantity to be paid for under this item shall be the number of lineal feet of completed culverts, the length of each culvert to be taken as the average of the length of the top and bottom.

The price bid per lineal foot shall include the furnishing of all logs, sawed timber, bolts, labor and material required for the construction of the culverts complete in place, in accordance with the plans and the instructions of the Engineer.

Excavation for culverts will be paid for at the price bid per cubic yard for "Common Excavation", this price to apply to culvert excavation within the limits of dredger work as well as elsewhere.

TRESTLE CONSTRUCTION

The construction of the trestles which the plans call for between Stations 5+40 and 9+00, between Stations 97+00 and 101+00, and between Stations 109+80 and 110+60, will be handled under a separate contract, and is not included as a part of the work to be done under this contract.

EQUIPMENT

The contractor will be required to provide and use dredging equipment of an approved type with a working radius great enough to handle the work as planned, and with proven capacity sufficient to complete the work to be done within the time specified. Before the award is made, the contractor must prove to the satisfaction of the Highway Commission that he has such equipment or that he will be able to obtain it.

BROKEN STONE OR GRAVEL SURFACING

Preparation of Subgrade:

Before spreading the surfacing the contractor shall, by means of blades, graders, fresnoes, or other suitable equipment, shape up the roadbed, bringing same to uniform crown and grade, with a surface free from ruts, humps and depressions.

The subgrade shall be prepared only a short distance ahead of the surfacing operations, and after having once been prepared shall be maintained true to crown, grade, and uniform surface.

In no event shall any surfacing materials be placed upon any section of the subgrade which is not, in the opinion of the Engineer, in a condition suitable and satisfactory for surfacing.

Width, Thickness and Number of Courses:

The surfacing shall, in general, be constructed to the width, thickness and cross-section indicated on the plans, or on the typical cross-section sheet attached hereto. These features shall, however, be subject to such reasonable variation as the Engineer may order, to properly take care of varying character of subgrade and other un-uniform conditions that may exist or that may be encountered during the progress of the work.

Materials:

Materials for surfacing shall be sound, tough and durable broken stone or gravel. It shall be free from soft or disintegrated particles, clay, loam and other objectionable matter.

Sizes of Materials:

Materials for base course shall all pass a screen having one and one-half (1½) inch circular openings, and shall be well graded from the maximum size to dust.

Materials for the top course shall all pass a screen having one (1) inch circular openings, and shall be well graded from the maximum size to dust.

Means to Prevent Separation of Materials:

In the handling of materials the contractor shall use means which will prevent, as far as possible, a separation of the fine from the coarse materials. As far as possible materials in being transferred into stock piles, bins or vehicles shall be dropped vertically.

Hauling:

To assist in the compacting of surfacing materials, the contractor will be required, as far as practicable, to do his hauling over the surfacing as it is placed; to construct the surfacing beginning at the point of loading and working away from that point; and to construct the entire base course from any set up before beginning construction of the top course from that particular set up.

Dragging:

The contractor shall do such blading and dragging of both the base and top courses as may be necessary to bring them to a uniform grade and crown with a smooth and even surface and as may be necessary to maintain them free from ruts and true to the crown, grade and surface to which they are first constructed. They shall be so maintained until covered, or until all surfacing to be constructed under the contract is completed.

Finishing Shoulders and Cleaning Ditches:

After the surfacing has been placed and compacted, the earth shoulders shall be leveled down and the entire roadbed, inclusive of ditches, trimmed up so as to provide a uniformly crowned and well drained cross-section, as indicated on the plans. All excess excavated materials and all loose stones and rock fragments that may be dragged to the surface, shall be deposited on the sides of embankments or otherwise disposed of to the satisfaction of the Engineer.

Measurement and Payment:

Payment for the construction of surfacing as above specified shall be made at the price bid per cubic yard for surfacing of the particular class involved. The quantity

to be paid for shall be the number of cubic yards of cubic yards of surfacing materials furnished, delivered and incorporated in the work. Measurement shall be loose measure aboard trucks or other conveyances at the point of loading.

The unit price bid shall be understood to cover preparation of subgrade, the furnishing, screening, crushing, hauling, spreading and compacting of materials, the trimming of shoulders, the cleaning out of ditches, and all other work involved in the construction of the finished surfacing, at the grade and to the cross-section indicated on the plans, and in accordance with these provisions.

Any rolling or sprinkling that may be required will be paid for as "extra work" or will be done by state forces. Filler will be paid for as specified hereinafter.

FILLER

Where the engineer so directs, there shall be added to and incorpora ted with the surfacing materials, a "filler" of sand, loam or other suitable material. Materials for this purpose shall be obtained from such sources as the Engineer may select, and shall be dry and finely pulverized.

The course of surfacing in connection with which the filler is to be used, shall, immediately before the application of the filler, be shaped up and brought to uniform crown, cross section and grade, free from all ruts and inequalities. The filler shall then be spread uniformly over the course of surfacing, the spreading to be done by hand from piles of filler material dumped at convenient intervals alongside the work. The quantity of filler to be used shall be as the engineer may order.

In no case shall filler material be obtained from embankment shoulders, or slopes, and when filler material is obtained from within the right-of-way limits, the excavation therefor shall be left neatly trimmed and properly drained.

Filler shall be paid for at the price bid per cubic yard, loose measure, for that item. This price shall be understood to include and cover the excavation, hauling, and spreading of the filler material and the incorporation of same with the surfacing materials in accordance with these specifications; provided, however, that for such filler material as must be hauled more than five hundred (500) feet the contractor will be paid in addition to his bid price for filler a price for "filler-haul" of twenty-five (25) cents per cubic yard for each mile, or fraction thereof, of haul in excess of five hundred (500) feet.

When filler materials are obtained and hauled in such manner as to be not susceptible of accurate measurement, the quantity to be paid for shall be estimated by the engineer in such manner as appears to him to be most equitable.

6-10-22

January 24th, 1923.

Mr. W. L. Chandler,
Division Engineer,
Marshfield, Oregon.

PR #94

Dear Sir:

In working up the plans and specifications for the Coquille-Pat Elk Project, some things have come up which would indicate that greater economy and more satisfactory construction would result if the borrow ditch were to be built on the south side of embankment rather than on the north side. We call to your attention the following features:

(1) Placing the ditch on the south side would eliminate the necessity for all culverts, representing a saving of approximately $3,000 in first cost, and a reduction in maintenance cost. One-half of the $3,000 saving would accrue to the State, and from the standpoint of the state there is no off-setting advantage in having the ditch on the north side. Technically the county should bear the full cost of the culverts if the ditch is built on the north side.

(2) Placing the ditch on the north side throws it upon improved and more valuable property. This disadvantage is offset to some extent in that only 24 acres of right-of-way would have to be obtained if the ditch is built on the north side, while 41 acres would have to be obtained if the ditch is built on the south side; this being due to the fact that the right-of-way south of the old dike will be donated in case the ditch is built on the north side, but would have to be condemned otherwise.

(3) If the ditch is on the north side, the right-of-way cost will be increased by the necessity of building several trestle approaches across the new ditch to accommodate the property owners on the north side. The cost of these approaches will add not less than $100 per acre, and very likely much more, to the cost of the 24 acres to be obtained.

(4) The width of right-of-way for the ditch on the south side could be reduced ten feet by reducing the width of berm. The ditch would then be no closer to the fill than the ditch on the north side will be.

(5) Attention is called to the fact that on the maps and profiles submitted, the right-of-way lines indicate only 70 feet of right-of-way to be obtained from owners north of the old dike, whereas at least 90 feet would be required to give the same width and depth of new ditch, as was planned when the ditch was proposed to be built on the south side. We understand from Mr. Devore that you are planning to obtain 100 feet of right-of-way from the north property owners, but Mr. Drinkhall advises that your maps and profiles indicate that only 70 feet of right-of-way is to be obtained.

Taking into consideration the features which we have referred to, would it not be cheaper to obtain 170 feet of right-of-way through the unimproved property south of the old dike, than to obtain 100 feet of right-of-way through the improved property north of the dike and in addition, put in $3,000 worth of culverts and $3,000 or $4,000 worth of approach trestles? We ask that you submit comparative estimates of total cost, figured along this line, and if the ditch south of the fill would cost the less, we suggest that the matter be again taken up with the County Court. The County Court probably would be inclined to disregard the $1,500 of extra cost which will result to the State in case the ditch is built on the north side of the fill. The Commission may, however, ask the County to bear this extra cost.

Please let us hear from you at your early convenience.

Very truly yours,

HERBERT HUNN
State Highway Engineer

By

Office Engineer.

SHP:AP

January 24th, 1922.

Mr. C. H. Purcell,
District Engineer,
Bureau of Public Roads,
Post Office Building,
Portland, Oregon.

PR #94

Dear Sir:

In your letter of January 22nd, you state that it will be necessary for us to make a showing that the grade crossing in the town of Coquille will be safeguarded, before you can recommend federal aid upon the proposed Coquille-Fat Elk Creek Project (Project No. 94).

On account of lack of authority on the part of the State Highway Commission, and on account of conflicting interests, it is impossible for the State Highway Commission to make a definite showing that this crossing will be safeguarded. We can only, at this time, give assurance that the Commission will do everything, reasonably within its power, to eliminate such hazard as exists at this crossing; and to have the crossing safeguarded in accordance with any reasonable recommendation that your Bureau may make.

Unless some means of safeguarding can be devised which does not conflict with the interests of the railway company, and which does not entail expense to that company, it will be necessary to place the matter before the State Public Service Commission and to abide by such action as they may take. We will apply to that Commission for consideration of the matter, but before doing so, we must have a definite and practicable plan of safeguarding to present.

As stated in your letter, a grade separation is not practicable. On account of the proximity of the crossing to railway sidings and to the depot, the use of the usual automatic bells and wig-wags and of automatic gates would be quite unsatisfactory as such automatic devices would be in operation during the whole of the time that trains are stopped at the depot, or are switching in the vicinity of the crossing. These facts make the problem present rather unusual conditions, and we have as yet hit upon no plan which would materially better the situation and which could be recommended to the Public Service Commission. The crossing is not, as a matter of fact, a particularly dangerous one when the very limited number of trains using it is considered, and in view of the fact that all trains are moving slowly, due to the proximity of the depot and yards.

Noted Cmcl

PLEASE NOTE AND RETURN TO SECRETARY FOR FILING

Mr. C. H. Purcell, #2

The matter of safe-guarding the crossing has been taken up with the railway officials, and it is quite apparent that they will do nothing unless forced by orders of the Public Service Commission. They insist that there is no practicable means of improving the condition.

As any action that may be taken will necessarily require several months for its consummation, and as it is important that the work on the project be not delayed (it being a two year project at best), we ask that your approval of the project be granted with the understanding that the Highway Commission will work with your Bureau to put into effect such plan of safe-guarding as may be found to be most feasible. You have our permission to incorporate a clause to this effect in the project agreement, and we assure you that we are as anxious as yourselves to have proper protection afforded at this point.

Very truly yours,

HERBERT HUNT
State Highway Engineer.

By
Office Engineer.

SHP:AP

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS.
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.....

POST OFFICE BUILDING,
PORTLAND, OREG.

January 22, 1923.

RECEIVED
JAN 23 1923
OREGON
STATE HIGHWAY COMMISSION

Mr. Herbert Nunn,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

We are returning the project statement for Oregon 94, (Dike Section of Coos Bay-Roseburg Highway), for correction, as follows:

The name of the road is given on the sketch map as Roosevelt Highway, which is a primary highway, while in paragraph 10 of the project statement the name is given as Coos Bay-Roseburg, a secondary highway. The latter is believed to be correct.

In paragraph 3 of the project statement the end of the project is given as a point "at the road to Myrtle Point". This seems to be an error. However, if the road at the west end of the project leads to Myrtle Point it should be so shown on the sketch map.

The following is quoted from the report of an inspection recently made by an engineer from this office:

> "There are no railroad crossings on the project itself, but there is a grade crossing in the town of Coquille, as shown on sketch map at the north end of the bridge across the Coquille river. The railroad is a single track branch line of the Southern Pacific, running to Myrtle Point. There are two regular passenger trains and one freight train each way daily, besides a variable number of logging trains, averaging perhaps two per day each way. The crossing is close to the depot and all trains will be under slow speed at the crossing. However, the sight distance is very short on account of buildings obstructing the view. The crossing angle is favorable, about 80 degrees. To eliminate this grade crossing by an over pass would require about a 10% grade, beginning at the steel truss, and this does not appear practicable. Although the crossing is not on the

project itself, it is very close to it, and as the view is so obstructed it appears that the State should make a satisfactory showing as to safe guards before the project is approved.

Before the project is approved, it will be necessary for the State to make a satisfactory showing as to safe guards at this crossing.

Very truly yours,

C. H. Purcell

District Engineer.

ANSWERED
S. H. Probert

STATE Oregon

PROJECT NO. 94
(Not to be filled in.)

FORM P R 1
BUREAU OF PUBLIC ROADS
U. S. DEPT. OF AGR.

PROJECT STATEMENT

AS REQUIRED BY

FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916, AND AMENDED BY ACT APPROVED FEBRUARY 28, 1919.

(Date) January 5, 1925.

THE SECRETARY OF AGRICULTURE,
Washington, D. C

SIR:

The State of Oregon, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat. 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder,

does hereby submit by its State Highway Commission constituting the State Highway Department of said State, this project statement for the rural post road herein described, which it is proposed to construct under the provisions of said Act and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Act. The work

will be done under the direct supervision of the State Highway Department under authority of Chapter 71, Laws of 1920.
(Cite statutes and resolutions or orders giving Highway Department jurisdiction.)

, in strict conformity to the provisions of the said Act and to said

Rules and Regulations. After construction of the said road it will be properly maintained by State Highway Department assumes responsibility for maintenance

1. Local name of road Dike Section
2. Located between Coquille and Bandon, County of Coos
3. Points of beginning and ending From Sta 5/96.7 at the Coquille River to Sta 130/00 at the Road to Myrtle Point.
4. Length in miles (gross) 2.38 (net) 2.38

NOTE.—In preparing the Project Statement attention is directed to the Rules and Regulations. In all cases a sketch plan shall accompany statement.

8—4256

5. Miles of project used as post route ____; miles not used as post route ____

6. If a major portion of the project is not a post route, or if the project is not a "connecting link," give the facts showing the general status along the entire project as follows: Whether the country is thickly or sparsely settled; if the latter, the probability of increased settlement; the purposes for which the contiguous lands are used, their fertility and general character; whether desired for and capable of more intensive development; and such further facts as will tend to show the general character of the community in which the road is located and the need for and desirability of constructing or improving the same.

(Use additional sheets, if necessary, and indicate the sections referred to by same letters as on sketch map.)

7. Places on the project having a population of 2,500 or more as shown by the latest Federal census and mileage of each [redacted]

8. Tolls collected on roads or bridges on this project, if any [redacted]

9. Is project part of State's five-year program heretofore submitted? No

10. Purpose project will serve and relation it bears to the road system of the State. (See Reg. 3, Sec. 1, and Reg. 4, Sec. 1.) Portion of Cass Hagerstown Secondary Federal Aid Highway.

11. Improved roads adjacent or contiguous and type of each city streets on east. Unimproved earth road on west.

(Give distinguishing marks to identify on sketch map.)

12. Through traffic, approximate average daily number of (*a*) trucks 3, (*b*) passenger motor vehicles 100, and (*c*) horse-drawn vehicles 6

13. Local traffic, approximate average daily number of (*a*) trucks 1, (*b*) passenger motor vehicles 12, and (*c*) horse-drawn vehicles 10

14. Description and present condition of traveled way Unimproved earth road

8—4756

15. Proposed width of surfacing 18; feet between ditches 24; approximate maximum gradient ____ per cent.

16. Proposed type of construction Grading and surfacing

17. Location, nature, and extent of deposits of local materials suitable for use on this project Gravel in Coquille River

(Where practicable show by distinguishing marks on sketch map.)

18. Location and length of each bridge to be built or rebuilt requiring a length of more than 20 feet

504 lin. ft. of trestle sta 6

(Designate each by the same distinguishing marks as on sketch map.)

400 lin. ft. of trestle sta 99

57 lin. ft. of trestle sta 110

19. State's share of cost of construction will be provided by

(State or (and) county.)

20. Amount of funds which are will be available for construction: (a) State $69,291.00 and any additional amounts required. Sale of bonds authorized

(Amount.) (Source; refer to statute.)

(b) County

(Amount.) (Source; refer to statute.)

21. Funds for maintenance to be provided by State

RESOLUTION

In view of the fact that the State Highway Commission was authorized by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways;

IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 237 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties for which a suitable contract will be entered into, will be sufficient to maintain all state roads constructed by the State Highway Commission or jointly by the Commission and the Federal Department of Agriculture, as provided for in the Federal Aid Road Act; and

BE IT RESOLVED, that the state assumes responsibility to the Federal Government for the proper maintenance of all highways constructed in cooperation with the Federal Government under any federal act providing for cooperative road construction, the state to make whatever arrangements with the various counties it may deem necessary to meet this obligation in accordance with the laws of the State of Oregon and the Federal Aid Road Act, and any other Federal Law that may have been, or may be, enacted to further road improvement in the State of Oregon.

57 lin. ft. of trestle sta 110

19. State's share of cost of construction will be provided by.....

(State or (and) county.)

20. Amount of funds which are will be available for construction: (a) State...$69,291.00 and any additional amounts required. Sale of bonds authorized

(Amount.) (Source; refer to statute.)

(b) County.....

(Amount.) (Source; refer to statute.)

21. Funds for maintenance to be provided by... State

RESOLUTION

In view of the fact that the State Highway Commission was authorized by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways;

IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 237 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties for which a suitable contract will be entered into, will be sufficient to maintain all state roads constructed by the State Highway Commission or jointly by the Commission and the Federal Department of Agriculture, as provided for in the Federal Aid Road Act; and

BE IT RESOLVED, that the state assumes responsibility to the Federal Government for the proper maintenance of all highways constructed in cooperation with the Federal Governmeht under any federal act providing for cooperative road construction, the state to make whatever arrangements with the various counties it may deem necessary to meet this obligation in accordance with the laws of the State of Oregon and the Federal Aid Road Act, and any other Federal Law that may have been, or may be, enacted to further road improvement in the State of Oregon.

I, Roy A. Klein, duly appointed Secretary for the Oregon State Highway Commission, hereby certify that the above resolution was unanimously adopted by the Oregon State Highway Commission, at its regular meeting held at Salem, Oregon, on August 7, 1917, all members being present and voting, and at a special meeting held in Portland on September 25, 1917, a majority being present and voting, when an amendment was made to the original resolution to make it read as above.

Roy A. Klein

Secretary.

22. List of certified copies of resolutions or orders, if any, attached hereto or previously submitted, by State Highway Department respecting the State funds which are or will be available for construction.....

23. List of attached or previously submitted certified copies of resolutions or orders by the county or other local subdivision of the State respecting the funds which are or will be available for construction and maintenance. (See Sec. 5, Reg. 4).....

24. List of forms of the contract and of the contractor's bond attached hereto or previously submitted and proposed to be used in connection with this project.....State Highway Department standard forms of contract and contractors bond.

S—4256

25. Reconnaissance estimate of cost of project:

Made by ..... Date ....., 19....

Approximate Quantity.	Unit.	Item.	Price.		Amount.	
	Cu. yds.	Excavation, ...% rock				
	Sq. yds.	Surfacing of				
All Required		Clearing and Grubbing			2,000	00
20,000	cu. yds	Common Excavation		35	7,000	00
198,000	cu. yds	Dredged Embankment		14	27,720	00
10,000	sta. yds	Overhaul		05	500	00
761	lin. ft Trestle	Structures of 20′ span or under	15	00	11,415	00
		Structures over 20′ span				
		Other items				
80	lin. ft	18" x 18" Cedar Culverts	2	00	160	00
360	" "	2' x 2' " "	3	00	1,080	00
60	" "	3' x 3' " "	4	50	270	00
50	" "	4' x 4' " "	6	00	300	00
60	" "	6' x 6' " "	9	00	540	00
230	cu. yds	Rip Rap	2	50	575	00
5,200	" "	Surfacing	2	50	13,000	00
800	" "	Filler		50	280	00
			Subtotal		64,810	00
			10% Engineering and Contingencies		6,481	00
			Total		71,291	00

Length, 2.38 miles.

Cost, $ 29,954.20 per mile.

This estimate approved by:

Office Engineer
(Title) .....

26. Amount of Federal aid desired $2,000.00
(State in lump sum or percentage, but not both.)

27. Payment desired on completion or as work progresses As work progresses

28. Official, officials, or depository authorized by State law to receive public funds of the State or county and designated by the State Highway Department to receive Federal funds for this project Treasurer of the State of Oregon, Salem, Oregon.

29. Additional remarks

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

Oregon State Highway Commission
(Official title of Highway Department.)

By

Chairman
(Title of officer.)

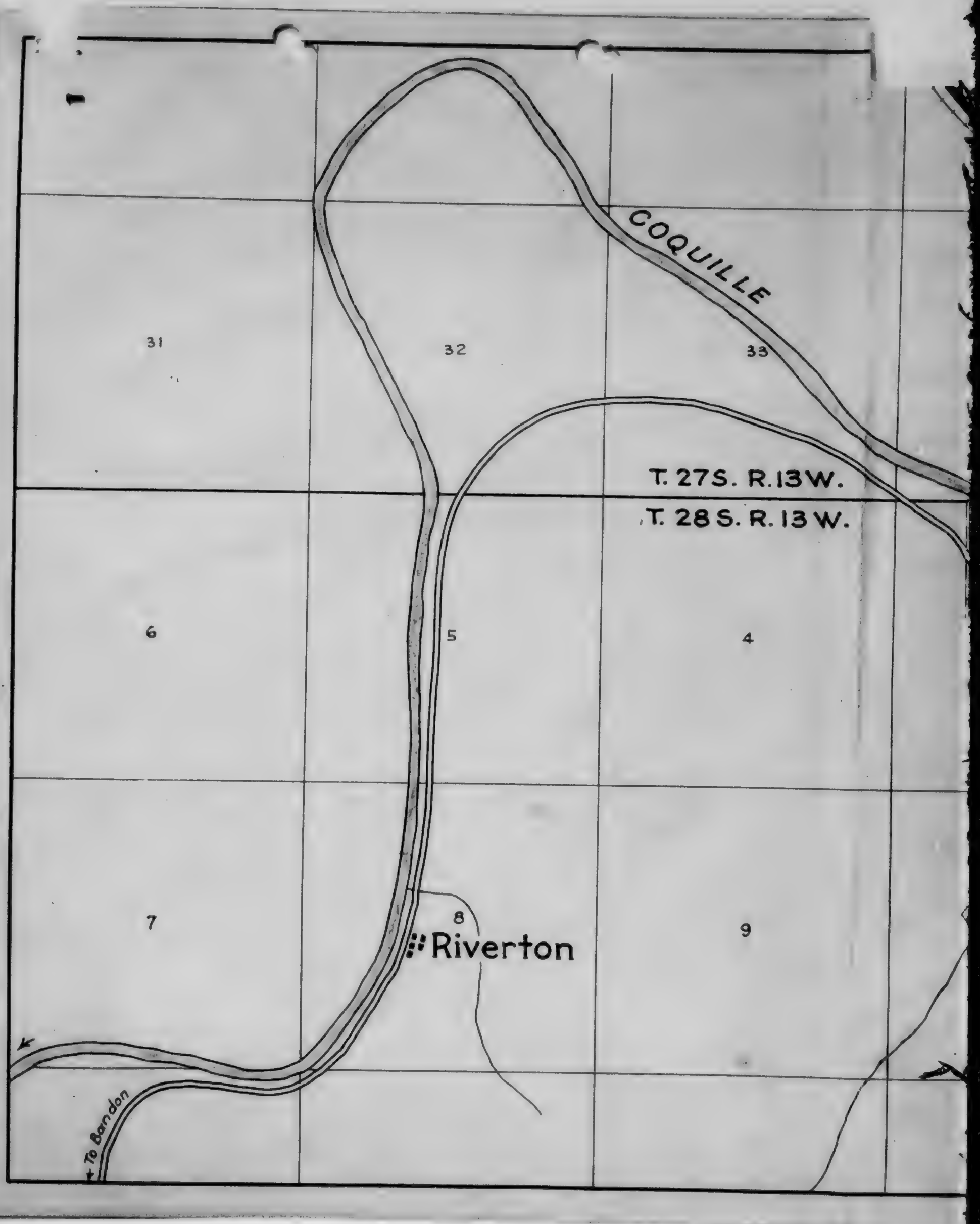
By

Commissioner
(Title of officer.)

By

Commissioner
(Title of officer.)

8—4256


COQUILLE
31
32
33
T. 27S. R.13W.
T. 28 S. R. 13 W.
6
5
4
7
8
9
Riverton
To Bandon

LEGEND

Federal Aid Project

Completed Improvements

Other Roads - unimproved

Marshfield

Budd Cr

Cunningham

34

35

36

END OF PROJECT
Sta. 130 + 90

R.13W.

R.13W.

RIVER

PRESENT ROAD

COQU

POP

3

2

BEGINNING OF PROJECT
Sta. 5 + 98.7

To Myrtle

Fat Elk Creek

10

1

OREGON STATE HIGHWAY DEPARTM

SKETCH MAP ACCOMPANYING

OREGON PROJECT STATEMENT

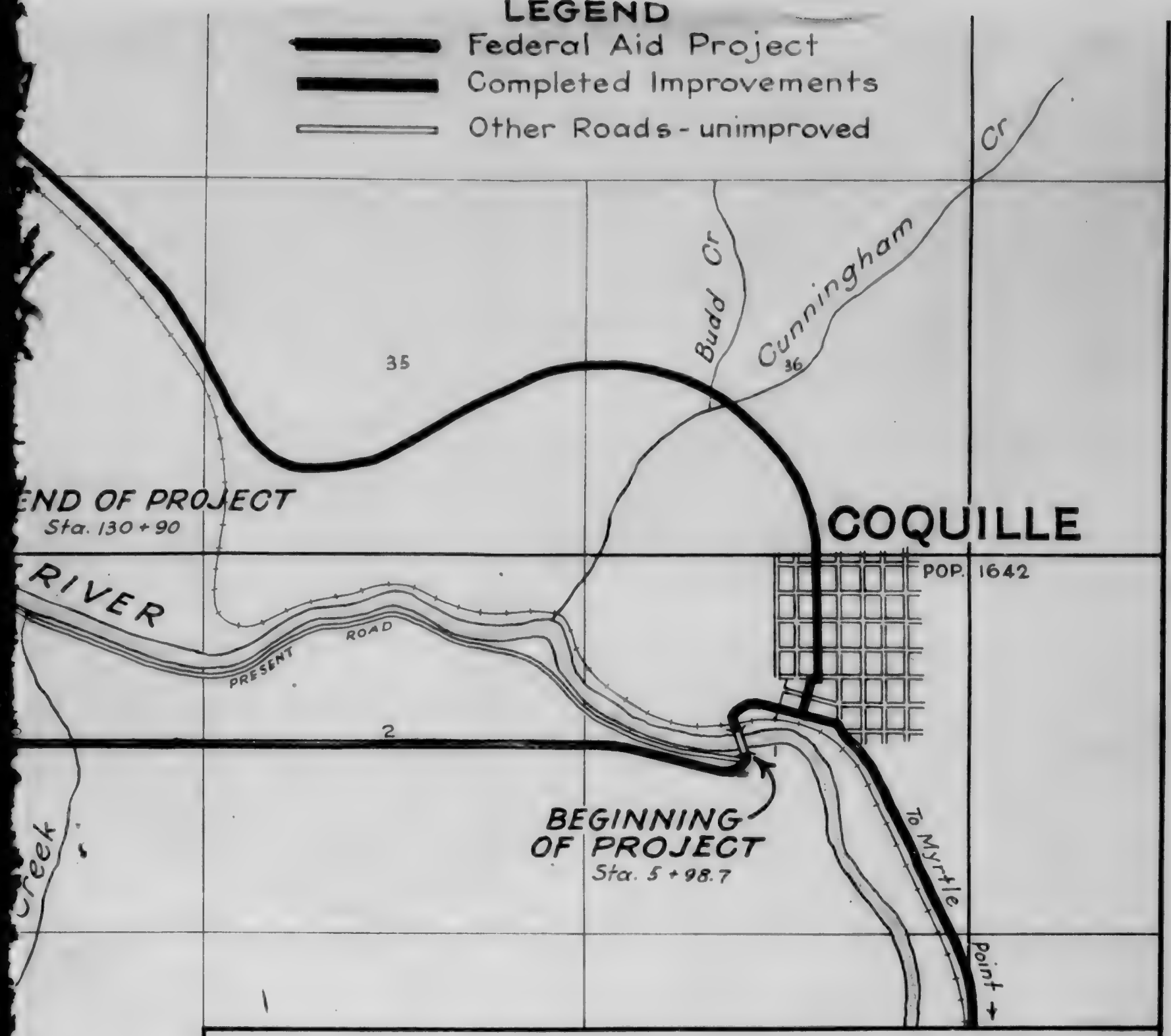
ROOSEVELT COAST HIGHWA

DIKE SECTION

COOS COUNTY

Scale 1 in = 2000 ft.

Jan. 192



OREGON STATE HIGHWAY DEPARTMENT

SKETCH MAP ACCOMPANYING

OREGON PROJECT STATEMENT No. 94

ROOSEVELT COAST HIGHWAY

DIKE SECTION

COOS COUNTY

Scale 1 in = 2000 ft.

Jan. 1923

CONTRACT #665

PR 100 Chewaucan Narrows-Paisley 1923-1924

665

#665-17F-4
PQ-100

December 23, 1924.

United States Fidelity & Guaranty Company,
C. O. Price, Manager,
Porter Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway contract No. 665 for the construction of the Chewaucan Narrows-Paisley Section of the Prineville-Lakeview Highway in Lake County, consisting of 9.96 miles of grading and 10.45 miles of surfacing, has been completed by the contractor, H. J. Hildebura and that final settlement will be made by the state with said contractor for work done under said contract on or after January 8th, 1925.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of sinh work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is served upon you as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

CG 100

Mr. H. J. Hildeburn,
Lakeview, Oregon.

This is to advise that we have found the application for extension of time which was submitted by you some time ago on your contract No. 655, Chemawawa Narrows-Paisley Section.

Kindly disregard the letter which was written to you on September 5th.

The application will be presented to the Highway Commission on September 25th.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Gleiman,
Chief Clerk.

Dict. by J. McFarland.

CC. Mr. G. C. Kelley, Division Engineer, Klamath Falls, Oregon.

Form No. 39.

PQ-100

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Lakeview, Oregon August 16, 1921

Job Name Chewaucan Narrows - Paisley section

Week from August 1st to Aug 16th

Mail Address Lakeview, Oregon

Highway Silverville - Lakeview

Telegraph or Telephone Address " "

County Lake Job Prefix 19PC

Express and Freight Address " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

This job was completed August 15th with the exception of some blade work to be done on shoulders of roadway near Paisley which will be done as soon as contractor can get equipment to the locality. Final estimate will be held pending completion of this work.

(See back of this sheet for instructions and detailed information.)

Signed R J Crowley

Title Res. Engineer

PG-100

FORM 2A 23516 10M-1-34

ROY A. KLEIN

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... 3 *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week .....*men,*

.....*teams,* .....*trucks*

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE.—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week .....*men,*

.....*teams,* .....*trucks*

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem Office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

PQ-100

FORM 8A 80810 10M-1-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. M[illegible]LONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

Klamath Falls Oregon.
Aug 7 1924

U.S.Fidelety and Guaranty Co.

Portland Oregon.

Attention Mr Chester R.Hunt District Engineer.

Gentlemen:-

The questionaire concerning H.J.Hildeburn Contract, Chewaucan Narrows-Paisley Section, Prineville Lakeview Highway, contained in yours of July 29th to Mr Klein, has been completed in this office and is forwarded herewith.

Respectfully

C.C.Kelley
Division Engineer

c/c Mr Roy A Klein
State Highway Engineer

Encl.

NOTED
H. B. GLASGOW

CONTRACT INQUIRY
Engineer District No. 18

Name of Contractor H.J.Hildeburn

Character of Work Contract #665-Chewaucan Narrows-Paisley sec.

Location of work of Prineville-Lakeview Highway.

Date of Contract 7/18/23 Bond No. 270503-23

* * * * * * * * * * * * * * * * *

1. On what date did the Contractor actually begin this work? (If exact date cannot be given state in what month and whether in the first part, middle, or last part of the month) Hugust-19-1923

2. Is there any question as to the quality of the materials so far furnished by the Contractor? no
   a. If so, as to what material, and what was wrong with it _____

3. Is there any question as to the quality of any of the work so far done by the Contractor? no
   a. If so, as to what work, and what was wrong with it _____

4. Has the work been at all delayed by not having enough material on the ground? Yes - bridge material and Culvert material

5. Has anything occurred to lead you to doubt if the Contractor has proper or sufficient contracting equipment in use on the work? No.

6. About how much or how many days has the work been delayed by bad weather? none

7. Have there been any other troubles on the work or causes of its delay? Yes
   a. If so, what were they? Scarcity of labor
   b. Do they still exist? Yes.

8. How much has been paid to the Contractor on this work to date? $49,340.47 and how much has been retained from such payments? $4,076.59

9. How much personal supervision on the ground has the Contractor given this work? Contractor on Ground all the time

10. Has he had a competent and experienced Superintendent continually present on the work? Contractor act as own Superintendent

11. Has there been any increase or extra work ordered? Force Account $435.61
    If so, what percentage of such extra work has been done? no

12. When do you expect work to be finished? Aug 10 1923

NOTED
H. B. GLASGOW

A.K.Kelley Dis Engr
(Obligee)

009-100

June 9, 1924.

Mr. Clarence F. Fruess,
Opera House Building,
Grants Pass, Oregon.

Dear Sir:

I have for acknowledgment your letter of June 4, relating to a claim of Mr. J. Elmer Nelson against H. J. Hildeburn, who holds a highway construction contract near Paisley, Lake County, Oregon.

Your letter asks if Mr. Hildeburn gives an order to Mr. Nelson for a definite sum, will the State Highway Commission acknowledge and honor such an order. In reply would say that this department would be glad to cooperate in effecting such a settlement, but we are bound to follow certain rules of procedure complying with the law and the policy of the Commission which would prevent such an arrangement.

In other words, if Mr. Hildeburn should assign the total of a single estimate to Mr. Nelson, we could handle it in the usual way since that would be a lump sum which would be determined by his earnings on that particular job for that particular month. However, we can not follow our system and divide such an estimate into several parts such as might be desired.

A method which has been followed in some instances in handling matters of this kind is this: That the contractor make an assignment to a certain bank for the total amount of a certain estimate which would be known in dollars and cents. The bank, by agreement, could pay one or more subcontractors or creditors the varying amounts which had previously been agreed upon, paying the contractor the balance. This has been worked out in several instances and no doubt could be handled in this way satisfactorily.

To repeat, in our method of handling contract payments, it is impossible to divide the monthly estimates so as to make part payable to the contractor and part payable to someone to whom a certain definite amount might be assigned.

Estimates on Hildeburn's work are following in regular order once each month, so that if the claim of your client is not disputed, it would seem that this could be handled in the regular way without the necessity of an assignment.

Very truly yours,

State Highway Engineer.

RAK:HI

CLARENCE F. PRUESS
ATTORNEY AND COUNSELOR AT LAW
OPERA HOUSE BUILDING
PHONE 189 J
GRANTS PASS, OREGON

June 8 1924.

State Highway Dept.
Salem, Oregon.

Gentlemen: Re: Nelson vs. Hildeburn.

If Mr. H.J.Hildeburn, holding highway construction contract at Paisley Oregon, will give an Order to Mr. J.Elmer Nelson, for moneys due from Hildeburn to Nelson, aggregating about $225.00, on the State Highway Dept., for payment by the State Highway Dept., to J.Elmer Nelson, out of moneys due to H.J.Hildeburn for work on his contract, will the State Highway Dept., recognize the same and when will it make payment thereof?

If this may done it will avert a law suit by Nelson against Hildeburn and be much better. Please inform.

Yours truly.
C F Pruess

E C E C 09400

June 5, 1924.

United States Fidelity & Guaranty Co.,
c/o Mr. C. O. Price, Manager,
1208 Porter Building,
Portland, Oregon.

Gentlemen:

In reply to your letter of the 3rd inst. regarding Mr. Hildeburn's contract for the construction of the Chewaucan Narrows-Paisley Section of the Prineville-Lakeview Highway, please be advised as follows:

1. Contract started August 19, 1923.

2. Progress on this project is progressing in a satisfactory manner at the present time.

3. There has been no increase in the contract price to date.

4. We have paid to Mr. Hildeburn up to May 10, 1924, the sum of $39,519.50. Our retained percentage amounts to the sum of $4,076.59.

5. The probable date of completion of this contract so far as information at hand is concerned is June 25, 1924.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

CAPITAL PAID IN CASH $5,000,000

UNITED STATES FIDELITY AND GUARANTY COMPANY

PORTLAND OFFICE
C. O. PRICE, MANAGER

1208 PORTER BUILDING

BROADWAY 1755

PORTLAND, ORE.,

June 3, 1924.

Mr. Roy A. Klein,
State Highway Engr.,
Salem, Oregon

Dear Sir:

Re: H.J.HILDEBURN- Chewaucan Narrows-Paisley
Section of Prineville-Lakeview Highway,
Lake County, Oregon -

It is customary for us to keep track of the various contracts upon which we appear as surety and, in order to get first-hand information, we desire to have your answer, if possible, the following questions:

1. Has this contract been started? AUG-19-1923

2. Has the progress made on the work by our principal been satisfactory?

3. Has there been any increase in the contract price? If so, what amount? NO

4. What is the amount of money paid to our principal to date, and the amount of retained percentage? TO MAY 1 - $29,519.50 Retained: $4,076.59

5..What is the probable date of completion? — June 25

We will be very grateful to you for any information you may be able to give us.

Yours very truly,

C. O. PRICE, Manager,

By W. J. Hardeman
Special Agent

WJH:GR

ANSWERED
H. B. O.

Form No. 39.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

RECEIVED
SEP 10 1923
STATE ... COMMISSION

Date Lakeview, Oregon Sept. 1, 1923

Job Name Chewaucan Paving — QR 150
Stanley Section

Week from Aug. 25 to Sept. 1.

Highway Plush-Lakeview

Mail Address Lakeview Oregon

Telegraph or Telephone Address " "

County Lake

Job Prefix 19PC

Express and Freight Address " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Grading work on this section continued all week with a force of 5 teams, 1 tractor and 5 men clearing right of way &c.

Contractor says he will increase his force considerably about Sept 5th.

O.K. J.K.Stuart

REFERRED TO
[illegible]
BY R. A. K.

Signed R. V. Crowley

Title Res. Engr.

(See back of this sheet for instructions and detailed information.)

GRADING CONSTRUCTION

Total miles of grading on project 9.94

Miles completed .....

Miles completed except finishing 0.6

Miles covered by contractor's forces 1

Miles cross-sectioned 2

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party Resident Engineer Report

Contractor's average force for week 4 *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE.—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem Office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS,

DISTRICT No. 1.

OR 180

IN YOUR REPLY PLEASE

REFER TO FILE No.------ #665-19 AC

POST OFFICE BUILDING,
PORTLAND, OREG.

3.

to cover Oregon

original copy

iles.

Engineer,

$13,442.83
$2,372.27

PR-100

UNITED STATES DEPARTMENT OF AGRICULTURE,
BUREAU OF PUBLIC ROADS,
DISTRICT No. 1.

OR 100

IN YOUR REPLY PLEASE
REFER TO FILE No.....

POST OFFICE BUILDING,
PORTLAND, OREG.

August 3, 1923.

100

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The project agreement and certificate to cover Oregon 100 have been executed. Enclosed herewith is an original copy each of the agreement and certificate for your files.

Yours very truly,
C. H. PURCELL, District Engineer,

By W. L. McLean

W.L.D.

Form P. R. 2

State Oregon

Project No. 100

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

AMENDED FEBRUARY 28, 1919

AND

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

WASHINGTON
GOVERNMENT PRINTING OFFICE
1922

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 30th day of June, 1923

by and between the State Highway Commission of Oregon

....., constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended by act approved February 28, 1919 (40 Stat., 1189), entitled "An Act Making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," and by Act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes":

Whereas the Highway Department of said State submitted on the 12th day of March, 1923, a project statement, which was approved by the Secretary on the 10th day of May, 1923, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 14th day of May 1923, and approved by the Secretary on the 24th day of July, 1923; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of thirty-four thousand, one hundred ninety-nine and 85/100

dollars ($34,199.85) as the share of the United States payable under said act on account of said project, which does not exceed 61.15673 per cent of the total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT.

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State ....from sale of bonds authorized by Legislature under.... (Include amount, date, and citation of act of legislature by which authorized.)

....Chapter 175, Laws of 1917, and Chapter 31, Laws of 1920....

*(b) By the count..... of .... (Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

such funds having been placed under the direct control of the Highway Department by .... (State how placed under direct control of Highway Department.)

*(c) By the count..... of .... (Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

*(d) ....

ROAD EMBRACED IN PROJECT.

ARTICLE II. This agreement covers the following road as described in detail in said surveys, plans, and specifications:

Between ...Chewaucan Narrows about 35 miles north of Lakeview and Paisley....

....terminal points, a distance of 9.94..... miles, known locally as The Chewaucan Narrows-Paisley Section of the Prineville-Lakeview Highway, Lake County.

CHARACTER AND METHOD OF CONSTRUCTION.

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.

(*b*) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT.

ARTICLE IV. The United States pro rata share of the cost of said project shall not in any event exceed

(*a*) the said sum of thirty-four thousand, one hundred ninety-nine and 95/100

dollars, certified to the Secretary of the Treasury as above mentioned, being 61.13673

per cent of fifty-five thousand, nine hundred thirty-nine and 95/100

dollars, the approved total estimated cost of said project, nor (*b*) the said per centum of the value of the labor and materials which shall have been actually put into the construction of said project in conformity to said plans and specifications.

PAYMENTS.

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of the said certified sum, or so much thereof as may be due under the terms hereof, to .....

.....
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the ..... (State or county.) of ..... (Name.)
(Strike out if not appropriate.)

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to .....

.....the State Treasurer.....
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the .....State..... (State or county.) of .....Oregon..... (Name.)
of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $19,[illegible].44 per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT.

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: .....
(Include reference to statute authorizing

RESOLUTION

In view of the fact that the State Highway Commission was authorized by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways.

IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 237 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties for which a suitable contract will be entered into, will be sufficient to maintain all state roads constructed by the State Highway Commission or jointly [illegible]

hereby designated by the Highway Department

State to receive public funds of the State (State or county.) of Oregon (Name.)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $19,000.00 per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT.

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing)

RESOLUTION

In view of the fact that the State Highway Commission was authorized by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways.

IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 237 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties for which a suitable contract will be entered into, will be sufficient to maintain all state roads constructed by the State Highway Commission or jointly by the Commission and the Federal Department of Agriculture, as provided for in the Federal Aid Road Act, and

BE IT RESOLVED, that the state assumes responsibility to the Federal Government for the proper maintenance of all highways constructed in cooperation with the Federal Government under any federal act providing for cooperative road construction, the state to make whatever arrangements with the various counties it may deem necessary to meet this obligation in accordance with the laws of the state of Oregon and the Federal Aid Road Act, and any other Federal Law that may have been, or may be, enacted to further road improvement in the State of Oregon.

I, Roy A. Klein, duly appointed Secretary for the Oregon State Highway Commission, hereby certify the above resolution was unanimously adopted by the Oregon State Highway Commission, at its regular meeting held at Salem, Oregon, on August 7, 1917, all members being present and voting, and at a special meeting held in Portland on September 25, 1917, a majority being present and voting, when an amendment was made to the original resolution to make it read as above.

ROY A KLEIN

Secretary

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the .....,
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: .....

(Include reference to statute authorizing .....
funds, probable amount annually available, and how will be placed under direct control of Highway Department.)
.....

*(*b*) By the .....,
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .....

(Include reference to statute authorizing .....
funds and probable amount annually available.)
.....

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: .....
.....
.....

*(Strike out if not appropriate.)

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 14th day of July, 1923.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department.)

By .....
Chairman, State Highway Commission
(Title of officer.)

By H. B. Van Duyn
Member, State Highway Commission
(Title of officer.)

[SEAL.]

By Walt Malarkey
Member, State Highway Commission
(Title of officer.)

By .....
(Title of officer.)

By .....
(Title of officer.)

[SEAL.]

C. W. Ingalsby
ACTING Secretary of Agriculture.

STRICKEN OUT

Form No. PR. 8.

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, as amended by "An Act making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," approved February 28, 1919, and by "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the Construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and other purposes," approved November 9, 1921 (42 Stat., 212).)

To—

The Secretary of the Treasury, And

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between Chewaucan Narrows about 35 miles north of Lakeview and Paisley

locally known as the Chewaucan-Narrows-Paisley Section of the Prine-ville-Lakeview Highway, Lake County,

and designated in the records of this Department as Project No. 100, State of Oregon

Second. That in accordance with said provisions I have approved the sum of $ $55,939.95 as the total estimated cost of said project, and the sum of $ 34,122.35 as the share of the United States, payable under said acts on account of such project, which does not exceed 61.13673 per cent of said total cost.

Done in the District of Columbia, this 24th day of July one thousand nine hundred and Twenty-three, as witness my hand and the seal of the Department of Agriculture.

C. W. Pugsley
ACTING Secretary of Agriculture.

File in Contract #665 Stuff
Lake County

August 18, 1923.

Mr. Wm. S. Walton,
c/o Ladd & Bush, Bankers.
Salem, Oregon.

Dear Sir:

This letter is to advise youthat we have received from the United States Fidelity & Guaranty Company thier consent to the assignment of $11,000. in your favor by H. J. Hildebrun on his contract No. 665, Chemultem Narrows-Paisley Section in Lake County.

Wewill be pleased to comply with the terms of this assignment and the warrants for future estimates will be mailed direct to you.

Very truly yours.

ROY A. KLEIN,
State Highway Engineer.

By

Chief Clerk.

Dict. by J. McFarlane.

cc. Mr. H. J. Hildebrun, Porter Building, Portland, Oregon.

LADD & BUSH, BANKERS.
SALEM, OREGON

RECEIVED
AUG 8 1923
OREGON
HIGHWAY COMMISSION

August 6, 1923.

The Oregon State Highway Commission,
Salem, Oregon.

Dear Sirs:

I am handing you herewith an assignment in my favor, signed by H. J. Hildeburn, for $11,000, covering all moneys coming to him in connection with his claim for labor and materials furnished on the Narrows-Paisley contract, of the Lakeview-Prineville Highway in Lake County, Oregon.

Will you please place this assignment on file, and when these funds are available have payment made to me in accordance with the assignment.

Yours very truly,

W. S. Walton

August 13, 1923.

Mr. Wm. S. Walton,
c/o Ladd & Bush, Bankers,
Salem, Oregon.

Dear Sir:

Please be advised that to date we have not received the consent of the surety to the assignment in your favor by H. J. Hildeburn, on contract No. 665, Chewaucan Narrows-Paisley Section, grading in Lake County.

Future estimates on this contract will be held at this office until the above mentioned consent of surety has been filed.

For your further information will advise that the surety in this instance is the United States Fidelity & Guaranty Company for whom C. C. Price, Imperial Building, Portland, is resident agent.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

Chief Clerk.

Dict. By J. McFarland.

NOTED
R.A.K.

June 30, 1923.

Mr. B. J. Crowley,
Resident Engineer,
Lakeview, Oregon.

PR #100

Dear Sir:

In leaving the office this morning, Mr. Devers instructed his assistant, Miss Braun to call upon Mrs. William Watson and endeavor to secure from her a deed to the right-of-way for the Prineville-Lakeview Highway across the South half of the Northeast quarter of Section 23, Township 34 South, Range 19 East, W.M.

Miss Braun called upon Mrs. Watson and was advised by her that this property was sold in April 1918 to a Mr. Mickenham, and that payment for the property was completed about last December. Mrs. Watson was not very certain as to the name of the purchaser, but as she remembered, it was Mickehham, as above stated. She states that she believes that this party lives in Paisley.

I am enclosing herewith the copy of deed transmitted with your letter of April 16, a blank deed prepared by Mr. Devers, and a township plat showing the parcel of property to be acquired.

We regret exceedingly that there has been so much delay in the handling of this matter, and we trust that the work is not being seriously inconvenienced on this account.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer .

3HP:AP
Enclosures.

Lakeview, Oregon,
June 4th.1923.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

On April 16th. I wrote you re right-of-way for the Harrows-Paisley section thru the property of Mrs. Wm. Watson, i e. the S. ½ of the N.E. ¼ of Sec.23 T.34 S. R.19 E., enclosing deed for same.

Have you been able to get her signature?

Very truly yours,

Gourley

M. Probert

RECEIVED
JUN 25 1923
OREGON
STATE HIGHWAY COMMISSION

COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

~~SALEM~~

Lakeview, Oregon,
June 4th.1923.

REFERRED TO
B H P
BY R. A. K.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

On April 16th. I wrote you re right-of-way for the Narrows-Paisley section thru the property of Mrs. Wm. Watson, i e. the S. ½ of the N.E. ¼ of Sec.23 T.34 S. R.19 E., enclosing deed for same.

Have you been able to get her signature?

Very truly yours,

B. J. Crowley

Her address was
376 Church St. Salem-

RECEIVED
JUN 7 1923
STATE

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

RECEIVED
APR 20 1923

Lakeview, Oregon,
April 16th. 1923.

REFERRED TO
Prudent
BY R. A. K.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Replying to yours of April 4th. re deed to a portion of the right-of-way for the Prineville-Lakeview Highway.

The records show that Mrs. Wm. Watson is also the owner of the adjoining sub division, viz the S.W. ¼ of the N.E. ¼ of Sec 23 T. 34 S. R.19 E, and I had sent a deed to her in care of U.S.Natl.Bank, Salem,which was returned to me with the notation that it had been sent to the wrong Mrs.Watson.

It seems quite sure the whole S.½ of the N.E. ¼ of Sec 23 is in Mrs. Wm. Watson's name and I have accordingly drawn a deed covering the right-of-way thru it, and will appreciate your securing her signature, if possible. I believe she can be found at 376 Church St. Salem.

Very truly yours,

1 encl.

S. J. Crowley
Resident Engineer.

The Bureau of Public Roads,
Post Office Bldg.,
Portland, Oregon.

May 29th, 1925.

PR - 100

NOTED
R.A.K.

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for project agreement on the Chemqueen Narrows-Paisley Section, Oregon Project #100.

Very truly yours,
ROY A. KLEIN,
State Highway Engineer.

By

Office Engineer.

Dict. by Mr. J. W. De Soura
RH

Encl.

OREGON STATE HIGHWAY DEPARTMENT — PROJECT NO. 100

Chemawaa Harvey-Paisley Section of the Prineville-

Lakeview Highway in Lake County

(Estimate as basis for project agreement. Based on contract prices)

Salem, Oregon, May 29, 1925.

All Required		Clearing and Grubbing		$ 2,600.00
41,000	Cu. Yds.	Excavation, Single Classification	.29	11,890.00
10,000	Sta. Yds.	Overhaul	.03	300.00
110	Lin. Ft.	12" Corr. Galv. Iron Pipe	1.75	192.50
650	" "	18" " " " "	3.90	2,550.00
150	" "	24" " " " "	4.00	600.00
36	" "	36" " " " "	8.00	288.00
200	" "	6" Porous Drain Tile	.60	120.00
20	Cu. Yds.	Backfill for Tile Drains	1.75	35.00
32	" "	Class "A" Concrete	35.00	1,120.00
40	" "	Class "C" Concrete	28.00	1,120.00
85	" "	Rubble Masonry	12.00	1,020.00
7	M-FBM	Lumber and Timber	85.00	595.00
3,500	Lbs.	Metal Reinforcement	.10	320.00
8,000	Cu. Yds.	Surfacing, Base Course	1.75	14,000.00
8,000	" "	" , Top Course	1.75	14,000.00
2,000	" "	Filler	.10	200.00
		Sub-total		$ 50,864.50
		10% Engr. & Cont.		5,085.45
		Total		$ 55,939.95

Length of Project 9.94 Miles
Cost per mile $5,627.76

State Funds Available $21,740.10
Federal Aid Requested 34,199.85
$ 55,939.95

Federal Aid Recommended _____

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS.
DISTRICT No. 1.

POST OFFICE BUILDING,
PORTLAND, OREG.

IN YOUR REPLY PLEASE
REFER TO FILE No.....

PRF#100

May 21, 1923

RECEIVED
MAY 22 1923
OF... 1
STATE ... COMMISSION

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

On May 10th, 1923, the Secretary of Agriculture approved the project statement for Oregon Federal Aid project #100 (Paisley-Chewaucan Narrows section), with Federal Aid payable from the 1923 apportionment.

Yours very truly,

C. H. Purcell,
District Engineer.

The Bureau of Public Roads,
Post Office Bldg.,
Portland, Oregon.

May 10th, 1923.

FR - 100

Gentlemen:

Herewith we are enclosing six copies of estimate and four copies each of unit price analysis and special provisions on the Chewaucan Narrows-Paisley Section, Oregon Project #100.

Four blue print sets of plans and one original set of cross sections are today going forward to you under separate cover. If you will return these cross sections when you have completed your inspection of the plans, we will be very pleased to ink in and supply you with blue print copies of such sheets as you may desire.

Yours very truly,

ROY A. KLEIN,
State Highway Engineer.

By

Office Engineer.

Dict. by Mr. J. W. De Souza

ER

Encl.

OREGON STATE HIGHWAY DEPARTMENT — PROJECT NO. 102

Chemeketa Eastern-Salem Section of the Prineville-Lakeview Highway in Jefferson County.

(Estimate with plans. Not as basis for project agreement)

Salem, Oregon, May 7, 1923.

All Required		Clearing and Grubbing		$ 400.00
41,000	Cu. Yds.	Excavation, Single Classification	.35	14,350.00
10,000	Sta. Yds.	Overhaul	.05	500.00
110	Lin. Ft.	12" Culvert Pipe	1.80	198.00
850	" "	18" " "	2.60	2,210.00
150	" "	24" " "	3.75	562.50
24	" "	36" " "	8.50	204.00
200	" "	6" Porous Drain Tile	.20	40.00
20	Cu. Yds.	Backfill for Tile Drains	2.50	50.00
32	" "	Class "A" Concrete	28.00	1,064.00
40	" "	Class "C" Concrete	27.00	1,080.00
85	" "	Rubble Masonry	15.00	1,275.00
7	M-FBM	Lumber & Timber	95.00	665.00
3,200	Lbs.	Metal Reinforcement	.10	320.00
8,000	Cu. Yds.	Surfacing Material, Base Course	2.22	17,760.00
8,000	" "	Surfacing Material, Top Course	1.92	15,360.00
2,000	" "	Filler	.40	800.00
		Sub-total		54,798.50
		10% Engr. & Cont.		5,479.85
				$ 60,278.35

Length of Project 9.94 miles
Cost per mile $6,065.54

State Funds Available $24,281.13
Federal Aid Requested 35,997.22
$60,278.35

OREGON STATE HIGHWAY DEPARTMENT — PROJECT NO. 102

Chemawa Narrows-Paisley Section of The Dalles-California Highway

In Lake County

Analysis of Estimated Surfacing Price

Royalty	$	.05
Crushing and Screening		.55
Hauling (4 mi. @ .22½)		.87
Compacting		.15
Prep. of sub-grade		.05
Dept. & Overhead		.15
		1.80
15% Profit		.27
Estimated bid price	$	2.07

SPECIAL PROVISIONS

Chewaucan Narrows-Paisley

WORK TO BE DONE

The work to be done under this contract consists of the grading and surfacing of the portion of the project between Station 1832 and Station 2358, and of the surfacing of the portion between Station 2384 and Station 2410.

The right is reserved to require the contractor to do such grading and (or) surfacing between Station 2358 and 2384 as the Engineer may deem desirable. Any such work shall be paid for at the unit prices prevailing for the balance of the contract, or, in the event that the particular items are not covered by unit prices, as force account or at a unit price to be mutually agreed upon, and no further adjustment will be allowed.

CLASSIFICATION OF EXCAVATION

All excavation under this contract shall be paid for at the unit price bid for "Excavation, Single Classification."

CULVERT PIPE

Culvert pipe to be laid under this contract shall be corrugated galvanized iron pipe and bids on other types will not be considered.

CRUSHED GRAVEL SURFACING

Preparation of Subgrade:

Before spreading the surfacing materials, the contractor shall, by means of blades, graders, fresnoes, or other suitable equipment, shape up the roadbed, bringing same to uniform crown and grade, with a surface free from ruts, humps, and depressions.

The subgrade shall be prepared only a short distance ahead of the surfacing operations, and after having once been prepared, shall be maintained true to crown, grade and uniform surface.

In no event shall any surfacing materials be placed upon any section of the subgrade which is not, in the opinion of the Engineer, in a condition suitable and satisfactory for surfacing.

Chewaucan Narrows-Paisley #2

Width, Thickness, and Number of Courses:

The surfacing shall be constructed to a width of ten (10) feet on top, feathered to fourteen (14) feet on the bottom. The total thicknesses shall be approximately as follows:

Station to Station	Approx. Thickness of Surfacing	Approx. Ydge.
1832 to 1864	6 inches	710
1864 to 1885	8 "	620
1885 to 1930	6 "	1,000
1930 to 2075	8 "	4,300
2075 to 2128	6 "	1,180
2128 to 2170	8 "	1,240
2170 to 2230	6 "	1,330
2230 to 2358	10 "	4,740
2384 to 2396	4 "	210
2396 to 2410	8 "	480
		15,810
	Allowance for Extra Thickness	1,190
	Total	17,000

The thicknesses and yardages as here given are subject to variation within reasonable limits to suit varying conditions of subgrade. The number or cubic yards of material to be deposited within each one-hundred foot station shall be as the Engineer may direct, and no payment will be made for materials deposited in excess of those ordered.

Surfacing five (5) inches or less in total thickness shall be laid in one course. Surfacing more than five (5) inches in totak thickness shall be laid in two courses. The top course of two-course surfacing shall entirely overlap the base course in the manner indicated on the blue print plan attached, and the quantity of top course material within each one-hundred foot station shall be at least equal to the quantity of base course material within that station.

Materials:

Materials for this work shall be the most suitable of the materials available from the gravel deposits located respectively 800 feet east of Station 1800, approximately 1,000 feet west of Station 2315, and in the vicinity of Station 2390, or it shall

be material equally suitable, obtained from such other source as the Engineer may approve. The Engineer shall in all cases be judge of the relative suitability of materials and only material approved by him shall be used.

Contractor to Acquire and Develop Sources of Material:

The contractor shall acquire and develop such sources of material as are required for the prosecution of the work. He shall pay all royalties, shall remove overburden, shall provide hauling roads, and shall bear all expense incidental to the securing, furnishing and delivering upon the work of all surfacing materials required.

In case the contractor is unable to make arrangements for the taking of materials from the available sources without compliance to unreasonable restrictions or the payment of exorbitant royalties, the State Highway Commission, at the contractor's written request, will institute condemnation proceedings, or take such other steps as may seem advisable for the securing of materials from the particular source, or sources involved.

It is understood that the contractor will bear all expense of the condemnation proceedings, and all other expense to which the State Highway Commission may be put, and will pay such royalty costs or other consideration as the Court may award, or as may be otherwise fixed.

Sizes of Materials:

Base course materials shall all pass a screen having one and one-half (1½) inch circular openings. They shall contain not more than fifty (50) per cent of material passing a three-quarter (3/4) inch circular opening, nor more than twenty-five (25) per cent of material passing a one-quarter (1/4) inch square opening. The materials for this course shall be crusher-run and shall be well graded from the maximum size to dust.

Top course materials and materials for one course surfacing shall all pass a screen having three-quarter (3/4) inch circular openings and shall contain not to exceed thirty-five (35) per cent of material passing a one-quarter (1/4) inch square opening. They shall be crusher-run and shall be well graded from the maximum three-quarter (3/4) inch size to dust.

Means to Prevent Separation of Fine from Coarse Materials:

In the handling of materials the contractor shall use means which will prevent, as far as possible, a separation of the fine from the coarse materials. As far as possible, materials in being transferred into stock piles, bins, or vehicles shall be dropped vertically.

Hauling:

To assist in the compacting of surfacing materials, the contractor will be required to do his hauling, as far as practicable, over the surfacing, as it is placed. The construction of surfacing shall in all cases begin at the point nearest the point of loading materials and shall progress away from that point. The base course shall at all times be in place at least one mile in advance of the top course.

Dragging:

The contractor shall do such blading and dragging of both the base and top courses as may be necessary to bring them to a uniform grade and crown with a smooth and even surface, and as may be necessary to maintain them free from ruts and true to the crown, grade and surface to which they are first constructed. They shall be so maintained uhtil covered, or until all surfacing to be constructed under the contract is completed.

Sprinkling and Rolling:

If, in the opinion of the Engineer, the surfacing materials should be sprinkled or rolled during the course of construction, the sprinkling or rolling shall be done by the contractor and paid for as "extra work", or shall be done by state forces without cost to the contractor.

Finishing Shoulders and Cleaning Ditches:

After the surfacing has been placed and compacted, the earth shoulders shall be leveled down and the entire roadbed, inclusive of ditches, trimmed up so as to provide a uniformly crowned and well drained cross-section, as indicated on the plans.

All excess excavated materials and all loose stones and rock fragments that may be dragged to the surface shall be deposited on the sides of embankments or otherwise disposed of to the satisfaction of the Engineer.

Measurement and Payment:

Payment for the construction of surfacing as above specified shall be made at the prices bid per cubic yard for surfacing of the particular kinds and classes invluded among the bid items. The quantity of any kind or class of material to be paid for shall be the number of cubic yards of that kind or class of material furnished, delivered and incorporated in the work. Measurement shall be loose measure aboard trucks or other conveyances at the point of their loading.

The unit price bid shall be understood to cover preparation of subgrade, the furnishing, screening, crushing, hauling, spreading and compacting of materials, the trimming of shoulders, the cleaning out of ditches, and all other work involved in the construction of the finished surfacing at the grade and to the cross-section indicated on the plans, and in accordance with these provisions.

MAINTENANCE MATERIALS

Materials for maintenance shall conform in every respect to the specifications given for materials to be used in the construction of the top course of the surfacing. They shall be placed in neat, well formed piles of 25 cubic yards each, spaced at intervals of approximately one-quarter of one mile.

The exact positions of the piles shall be as ordered by the Engineer.

Payment shall be made at the unit price bid for maintenance material, and this price shall be understood to include the furnishing, screening, crushing, hauling and piling of materials, and the leveling-off and preparing of the sites upon which the materials are to be piled.

FILLER

Where the engineer so directs, there shall be added to and incorporated with the surfacing materials, a "filler" of sand, loam or other suitable material. Materials for this purpose shall be obtained from such sources as the Engineer may select, and shall be dry and finely pulverized.

The course of surfacing in connection with which the filler is to be used, shall, immediately before the application of the filler, be shaped up and brought to uniform crown, cross section and grade, free from all ruts and inequalities. The filler shall then be spread uniformly over the course of surfacing, the spreading to be done by hand from piles of filler material dumped at convenient intervals alongside the work. The quantity of filler to be used shall be as the engineer may order.

In no case shall filler material be obtained from embankment shoulders, or slopes, and when filler material is obtained from within the right-of-way limits, the excavation therefor shall be left neatly trimmed and properly drained.

Filler shall be paid for at the price bid per cubic yard, loose measure, for that item. This price shall be understood to include and cover the excavation, hauling, and spreading of the filler material and the incorporation of same with the surfacing materials in accordance with these specifications; provided, however, that for such filler material as must be hauled more than five hundred (500) feet the contractor will be paid in addition to his bid price for filler a price for "filler-haul" of twenty-five (25) cents per cubic yard for each mile, or fraction thereof, of haul in excess of five hundred 9(500)feet.

When filler materials are obtained and hauled in such manner as to be not susceptible of accurate measurement, the quantity to be paid for shall be estimated by the engineer in such manner as appears to him to be most equitable.

6-10-22

PR#100

NOTED
R.A.K.

April 4th, 1923.

Mr. D. J. Crowley,
Resident Engineer,
Lakeview, Oregon.

PR#100

Dear Sir:

Mr. William Watson appeared at our office today and executed before us the enclosed deed for a portion of the right-of-way for the Prineville-Lakeview Highway.

Mr. Watson informed us that the Mr. J. L. Freeland to whom your letter of March 28th was addressed and from whom you expected to obtain the deed for this property, is deceased and that the property is now owned by Mrs. William Watson. He further stated that Mrs. Watson is ill and can not therefore execute the deed, but that she takes very little interest in this piece of property and as Mr. Watson has been paying the taxes upon it, he is satisfied that there will be no difficulty in connection with this particular parcel of right-of-way.

In view of this situation, the deed, which is enclosed, is irregular. We believe, however, that there is no possibility of any trouble arising after the highway has been constructed and we would recommend that the deed be accepted. If, however, the County Court wishes a deed executed by Mrs. Watson, we will endeavor to secure such a deed, upon request.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

SHP:AP

STATE Oregon

PROJECT No. 10D
(Not to be filled in.)

Form P R 1
BUREAU OF PUBLIC ROADS
U. S. DEPT. OF AGR.

PROJECT STATEMENT

AS REQUIRED BY

FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916, AND AMENDED BY ACT APPROVED FEBRUARY 28, 1919.

(Date) March 18, 1925.

THE SECRETARY OF AGRICULTURE,
Washington, D. C

SIR:

The State of Oregon, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat. 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder,

does hereby submit by its State Highway Commission
constituting the State Highway Department of said State, this project statement for the rural post road herein described, which it is proposed to construct under the provisions of said Act and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Act. The work

will be done under the direct supervision of the State Highway Department under authority of Chapter 81, Laws of 1920.
(Cite statutes and resolutions or orders giving Highway Department jurisdiction.)

, in strict conformity to the provisions of the said Act and to said Rules and Regulations. After construction of the said road it will be properly maintained by State Highway Department assumes responsibility for maintenance.

1. Local name of road Chewaucan Narrows-Paisley section of Prineville-Lakeview Hwy.
2. Located between Chewaucan Narrows and Paisley, County of Lake
3. Points of beginning and ending From Sta. 1640, at Chewaucan Narrows, to Sta. 2356 at Paisley
4. Length in miles (gross) 9.73 (net) 9.73

NOTE.—In preparing the Project Statement attention is directed to the Rules and Regulations. In all cases a sketch plan shall accompany statement.

9—4356

5. Miles of project used as post route _____; miles not used as post route _____

6. If a major portion of the project is not a post route, or if the project is not a "connecting link," give the facts showing the general status along the entire project as follows: Whether the country is thickly or sparsely settled; if the latter, the probability of increased settlement; the purposes for which the contiguous lands are used, their fertility and general character; whether desired for and capable of more intensive development; and such further facts as will tend to show the general character of the community in which the road is located and the need for and desirability of constructing or improving the same.

(Use additional sheets, if necessary, and indicate the sections referred to by same letters as on sketch map.)

7. Places on the project having a population of 2,500 or more as shown by the latest Federal census and mileage of each ____none____

8. Tolls collected on roads or bridges on this project, if any ____none____

9. Is project part of State's five-year program heretofore submitted? ____no____

10. Purpose project will serve and relation it bears to the road system of the State. (See Reg. 3, Sec. 1, and Reg. 4, Sec. 1.) ____Portion of Prineville-Lakeview Highway____

11. Improved roads adjacent or contiguous and type of each ____Unimproved earth road on north. Road on south graded and under contract for surfacing.____
(Give distinguishing marks to identify on sketch map.)

12. Through traffic, approximate average daily number of (*a*) trucks ____2____, (*b*) passenger motor vehicles ____15____, and (*c*) horse-drawn vehicles ____5____

13. Local traffic, approximate average daily number of (*a*) trucks ____5____, (*b*) passenger motor vehicles ____25____, and (*c*) horse-drawn vehicles ____10____

14. Description and present condition of traveled way ____unimproved earth road.____

15. Proposed width of surfacing 14; feet between ditches 10; approximate maximum gradient 8 per cent.

16. Proposed type of construction grading and surfacing

17. Location, nature, and extent of deposits of local materials suitable for use on this project 1200' Rs. 2ts. 1792; 2ts. 1290;

(Where practicable show by distinguishing marks on sketch map.)

18. Location and length of each bridge to be built or rebuilt requiring a length of more than 20 feet

Sta. 2306 - 30' of bridge

(Designate each by the same distinguishing marks as on sketch map.)

19. State's share of cost of construction will be provided by State

(State or (and) county.)

20. Amount of funds which are / will be available for construction: (a) State $17,634.51 and any additional amounts required. Sale of bonds authorized.

RESOLUTION

In view of the fact that the State Highway Commission was authorized by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract

18. Location and length of each bridge to be built or rebuilt requiring a length of more than 20 feet

Sta. 2306 - 30' of bridge

(Designate each by the same distinguishing marks as on sketch map.)

19. State's share of cost of construction will be provided by State

(State or (and) county.)

20. Amount of funds which are / will be available for construction: (a) State $17,634.51 and any additional amounts required. Sale of bonds authorized.

RESOLUTION

In view of the fact that the State Highway Commission was authorized by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways;

IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 237 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties for which a suitable contract will be entered into, will be sufficient to maintain all state roads constructed by the State Highway Commission or jointly by the Commission and the Federal Department of Agriculture, as provided for in the Federal Aid Road Act; and

BE IT RESOLVED, that the state assumes responsibility to the Federal Government for the proper maintenance of all highways constructed in cooperation with the Federal Government under any federal act providing for cooperative road construction, the state to make whatever arrangements with the various counties it may deem necessary to meet this obligation in accordance with the laws of the State of Oregon and the Federal Aid Road Act, and any other Federal Law that may have been, or may be, enacted to further road improvement in the State of Oregon.

I, Roy A. Klein, duly appointed Secretary for the Oregon State Highway Commission, hereby certify that the above resolution was unanimously adopted by the Oregon State Highway Commission, at its regular meeting held at Salem, Oregon, on August 7, 1917, all members being present and voting, and at a special meeting held in Portland on September 25, 1917, a majority being present and voting, when an amendment was made to the original resolution to make it read as above.

Roy A. Klein

Secretary.

21. Funds for maintenance to be provided by State
(State or (and) county.)

from the following sources:
(Refer to statute.)

22. List of certified copies of resolutions or orders, if any, attached hereto or previously submitted, by State Highway Department respecting the State funds which are or will be available for construction

23. List of attached or previously submitted certified copies of resolutions or orders by the county or other local subdivision of the State respecting the funds which are or will be available for construction and maintenance. (See Sec. 5, Reg. 4)

24. List of forms of the contract and of the contractor's bond attached hereto or previously submitted and proposed to be used in connection with this project Standard forms of contract and bond.

25. Reconnaissance estimate of cost of project:

Made by ..... Date ....., 19....

Approximate Quantity.	Unit.	Item.	Price.	Amount.
.....	Cu. yds.	Excavation, ...% rock		
.....	Sq. yds.	Surfacing of		
All Required		Clearing and Grubbing		400 00
37,500	Cu. Yds.	Excavation, No. Class.	35	13,125 00
9,000	Stn. Yds.	Overhaul	05	450 00
96	Lin. Ft.	12" Culvert Pipe	1 80	172 80
774	" "	18" " "	2 60	2,012 40
138	" "	24" " "		
		Structures of 20' span or under	5 75	517 50
22	" "	36" " "		
		Structures over 20' span	8 50	187 00
200	Cu. Yds.	Other items 6" Porous Drain Tile	20	40 00
33	" "	Class "A" Concrete	32 00	1,056 00
40	" "	Class "C" Concrete	27 00	1,080 00
85	" "	Rubble Masonry	15 00	1,345 00
3,000	Lbs.	Metal Reinforcement	10	300 00
7	M. F. B. M.	Lumber and Timber	95 00	665 00
12,500	Cu. Yds.	Crushed Gravel Surf.	1 60	20,000 00

Length, 9.79 miles.

Cost, $ 4,634.91 per mile.

Subtotal	41,250 70
10% Engineering and Contingencies	4,125 07
Total	45,375 77

This estimate approved by:

.....

(Title) Office Engineer

26. Amount of Federal aid desired $ 27,741.26

8—1256

(State in lump sum or percentage, but not both.)

27. Payment desired on completion or as work progresses ... As work progresses

28. Official, officials, or depository authorized by State law to receive public funds of the State or county and designated by the State Highway Department to receive Federal funds for this project. Treasurer of the State of Oregon, Salem, Oregon.

29. Additional remarks

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

Oregon State Highway Commission
(Official title of Highway Department.)

By

Chairman
(Title of officer.)

By

Commissioner
(Title of officer.)

By

Commissioner.
(Title of officer.)

2—4256

OREGON STATE HIGHWAY DEPARTMENT

SKETCH MAP ACCOMPANYING

OREGON PROJECT STATEMENT No. 100

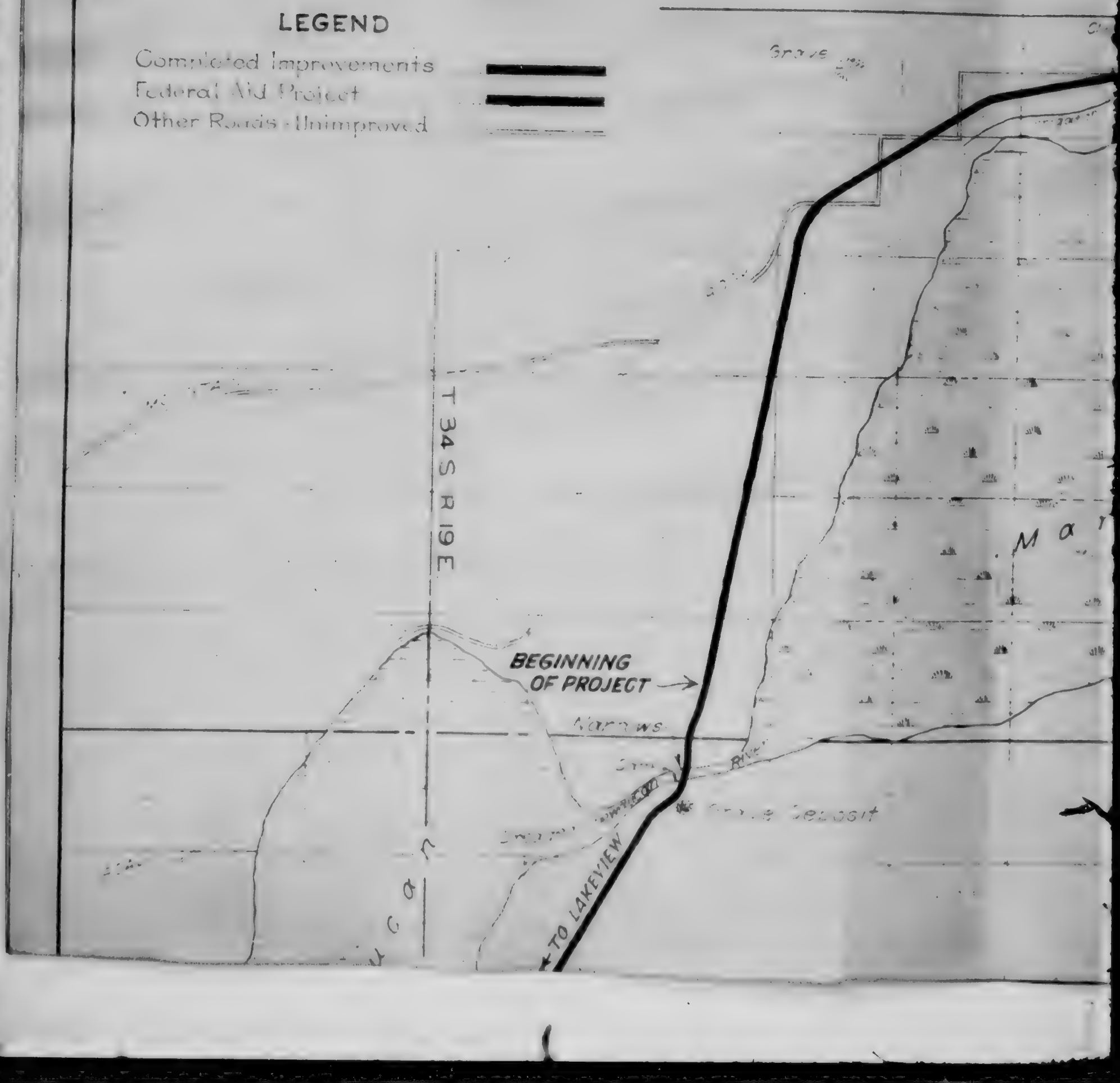
PRINEVILLE - LAKEVIEW HIGHWAY

CHEWAUCAN NARROWS - PAISLEY SECTION

Approx. Scale 1in = 1 mile March, 1953

LEGEND

Completed Improvements
Federal Aid Project
Other Roads - Unimproved



PAISLEY

TO BEND

grave.

END OF PROJECT

Chewaucan River

T 33 S. R. 19 E.

Marsh

CONTRACT # 667,
668, 676,

PR 92 Cummins Cr.-Coles Bridge 1924-1926

667, 668, 676 Folder # 2

0992

February 13th, 1926.

Mr. Jay S. Moltzner,
Attorney,
Gasco Bldg.,
Portland, Oregon.

Dear Sir:

In reply to your letter of the 11th instant, concerning the contract held by the Monson Trierweiler Company for the construction of bridges on the John Day Highway in Grant County, we wish to advise that this project was started by the Monson Trierweiler Company on August 1st, 1923, and was completed by this Company and accepted by the State Highway Commission as of August 1st, 1924.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

hbg/er
Dictaphone

#676 — [illegible]

New Amsterdam Casualty Company

SURETY — CASUALTY

227 ST PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK CITY

JAY S. MOLTZNER
ATTORNEY
GASCO BUILDING

PORTLAND, ORE., Feb 11, 1926

Oregon State Highway Commission,
Salem, Oregon

Attention H. b. Glaisyer

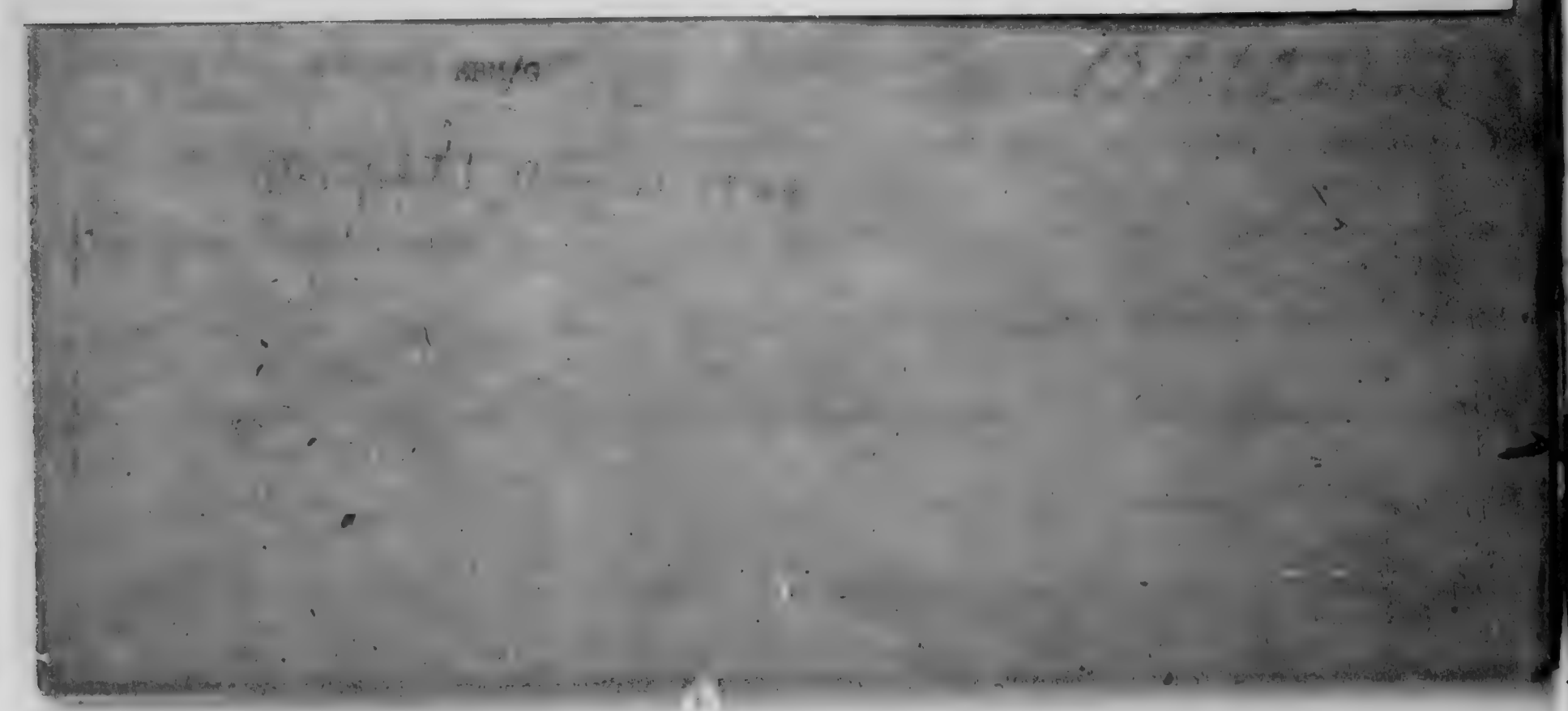
Dear Sir:

One of the last claims against Monson Trierweiler Company, relative to the bridges constructed by that firm on the John Day River Highway, is to be presented in the Circuit Court of Multnomah County February 24th. For the purpose of determining the rental of equipment due the claimant, it becomes necessary that we know when the construction work started and when the job was completed and accepted by the Highway Commission.

If you will be so kind as to supply me with this information I will greatly appreciate the same.

Yours very truly,

JSM.F



09-92

October 30, 1925.

Mr. Earl B. Moore,
Attorney at Law,
John Day, Oregon.

Dear Sir:

In response to yours of October 26th will advise that the Monson-Trierweiler contract No. 676 for the construction of five bridges in Grant County was completed on August 1st, 1924.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

Earl B. Moore
LAWYER
GRANT COUNTY
JOHN DAY, OREGON

October 26, 1925.

State Highway Commission,

Salem, Oregon.

Dear Sirs:-

Will you tell me the date on which the Monson-Trierweiler contracts on the John Day Highway were passed by the Commission.

I have intended to file a claim against them but I presume now that it is too late.

Very truly yours,

EBM/G

Earl B. Moore

Completed Aug-1-1924

#676 — [illegible] County.
09 9-E

September 1, 1925.

Joseph, Haney & Littlefield,
Attorneys at Law,
509-511 Corbett Building,
Portland, Oregon.

Attention Mr. G. H. Greene.

Gentlemen:

We have your letter of the 31st ult., enclosing a copy of notice of claim which you have filed in the office of the Secretary of State for the C. L. Graves Company of Seattle, being their claim against the Monson-Trierweiler Company and the New Amsterdam Bonding Company.

In compliance with the request in the first paragraph of your letter we are mailing to you herewith certified copy of the contract and bond covering work under contract No. 676.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

JOSEPH, HANEY & LITTLEFIELD
ATTORNEYS AT LAW
OFFICES 508-511 CORBETT BUILDING
PORTLAND, OREGON

GEO. W. JOSEPH
BERT E. HANEY
E. V. LITTLEFIELD

C. H. GREENE
JOHN C. VEATCH

August 31, 1925

State Highway Commission,
Salem,
Oregon.

Gentlemen:

We are herewith enclosing copy of amended claim of C. L. Graves of Seattle, Washington, for damages, and the value of equipment supplied Monson Trierweiler Company and the New Amsterdam Bonding Company on State Highway work. The original amended claim has been filed with the Secretary of State as required by law. We are further informed by the Department of State, in a letter dated July 9, 1925, that upon application you will send us a copy of the contract and bond covering the consturction work under contract No. 676. Will you kindly send this to our office at your earliest convenience.

Mr. Graves feels that he has a just claim against the parties above named and wishes to enforce the same by suit if necessary.

Thanking you for your prompt attention to this matter, we are,

Yours very truly,

JOSEPH, HANEY & LITTLEFIELD

By C. H. Greene

Enclosure
CHG:HJ

H. B. G.

Seattle, Washington
612 American Bank Bldg.
March 11, 1925.

TO Secretary of State,
State of Oregon
Salem, Oregon

DUE NOTICE IS HEREBY GIVEN:

That the undersigned, C. L. GRAVES, at 612 American Bank Building, Seattle, Washington, has a claim against the bond taken from Monson Trierweiler Company, of Portland, Ore., written by the New Amsterdam Bonding Company, of 1108 Wilcox Building, Portland, Oregon, for the work of erecting steel bridges on the John Day Highway between Dayville and Mt. Vernon in the State of Oregon, under Contract No. 676, and that his claim is for the sum hereinafter specified and grows out of the following facts and circumstances:

On April 1, 1922, this claimant, C. L. Graves, leased to Monson Trierweiler Company, contractors above referred to, a certain air compressor and one steel air receiver and fittings, at the agreed and reasonable rental of $35.00 per month and that the said Monson Trierweiler Company took said air compressor, steel air receiver and fittings and placed the same upon the works of executing the contract above referred to, and that they still have the same in their possession and have never returned the same to the undersigned claimant, or to his order, and the said Monson Trierweiler Company and no one on its behalf has ever paid anything on account of said rent and they have failed and neglected to re-deliver said air compressor, steel air receiver and fittings or any part thereof to this claimant, C. L. GRAVES.

That about the first day of July, 1924, said New Amsterdam Bonding Company took over the work of completing the said contract and took into its possession the aforesaid air compressor, steel air receiver and fittings, and continued the use thereof in executing the work under said contract on account of their obligation under the bond.

That the said bonding company, thereafter, at some time not exactly known to this claimant, still having the said air compressor, steel air receiver and fittings in their possession, shipped the same, together with a large amount of othermachinery, from off the works to the city of Portland, by railroad and did not pay the freight thereon and the railroad company took all of the machinery in said shipment, including the machinery of this claimant, above described, and placed the same in storage and are still holding all of said machinery, including the above described property of this claimant, and this claimant has not been able to receive the same.

That the fair reasonable rental value of said machinery during all the time while it has been out of the possession of this claimant has been and will continue to be $35.00 per month, and that the fair reasonable value of the said machinery is $500.00.

This claimant therefore asserts a claim against the New Amsterdam Bonding Company, and the bond executed under the above mentioned contract, as follows:

For rental from April 1, 1924, to date,
being 11 months and 11 days, now
aggregating to this date the sum of - - $ 397.40

and further asserts a claim against said bond and the New Amsterdam Bonding Company for rental on said machinery at the rate of $35.00 per month from this 11th day of March, 1925, until said machinery shall be delivered to this claimant; and further asserts a claim against said bond and New Amsterdam Bonding Company for a return to this claimant of the above described air compressor, steel air receiver and fittings, and in event delivery thereof be not made, then, and in lieu thereof, this claimant asserts the claim against said bond and said New Amsterdam Bonding Company for the sum of $500.00, the same being the fair reasonable value of said air compressor, steel air receiver and fittings.

This claim is filed with and as a part of the claim of this claimant filed with the Secretary of State of Oregon and endorsed "Filing No. 446, Filed November 24, 1924, Sam A. KOZER, Secretary of State."

(Signed) C. L. GRAVES

C L A I M A N T

Post Office Address:
612 American Bank Building,
Seattle, Washington

STATE OF WASHINGTON)
) SS.
COUNTY OF KIND)

C. L. GRAVES, being first duly sworn, on oath says:

I am the claimant above named; that I have read the foregoing claim, know the contents thereof and that the statements made therein are true; that I supplied the materials therein referred to for the prosecution of the work therein referred to as stated in the foregoing claim and no payment has been made therefor or thereon.

(Signed) C. L. GRAVES

Subscribed and sworn to before me this 11th day of March, 1925.

Notary Public in and for the State of Washington, residing at Seattle.

BATES, LIVELY & PEARSON
GENERAL INSURANCE AGENTS
300-309 YEON BUILDING
PORTLAND, OREGON

PAUL C BATES
K V LIVELY
W E PEARSON

May 29, 1925.

GENERAL AGENTS FOR

AETNA LIFE INSURANCE CO.
OF HARTFORD, CONN.
ACCIDENT AND HEALTH
COMPENSATION
LIABILITY
LIFE

AETNA CASUALTY & SURETY CO.
OF HARTFORD, CONN.
FIDELITY AND SURETY
SPRINKLER LEAKAGE
PLATE GLASS
AUTOMOBILE
BURGLARY

THE AUTOMOBILE INSURANCE CO.
OF HARTFORD, CONN.
AUTOMOBILE INSURANCE
PERSONAL EFFECTS
PARCEL POST
MARINE
FIRE

CITY OF NEW YORK INSURANCE CO
OF NEW YORK
AUTOMOBILE
FIRE

CENTURY INSURANCE CO., LTD.
OF EDINBURGH, SCOTLAND
FIRE

HARTFORD STEAM BOILER
INSPECTION & INSURANCE CO.
STEAM BOILERS
ELECTRICAL
FLY WHEEL
ENGINE

Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

In re W. G. Belshaw

We have yours of the 26th, enclosing certified copy of the notice filed by Mr. Belshaw.

This information has been passed on by us to Bauers & Bauers and, as soon as we hear from them, will advise you further. We wish to state, however, that as far as some of the items, at least, that are mentioned in Mr. Belshaw's claim are concerned we do not consider them to be really claims against the contract or bond. However, we will have something definite when we hear from Bauers & Bauers.

Very truly yours,

BATES, LIVELY & PEARSON,

By K V Lively

KVL/m

CPG 92

May 28, 1926.

Aetna Casualty and Surety Company,
Bates, Lively and Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

Herewith enclosed find a certified copy of the notice of the claim of W. G. Belshaw against Bauers and Bauers in the sum of $198.35, being for horse feed, barn rent and horse hire furnished Bauers and Bauers in connection with their contract for the construction of the Coles Bridge-Cummins Creek Section of the John Day Highway.

This notice is being forwarded to you at the request of the Secretary of State as you appear as surety on the bond furnished by Bauers and Bauers in this instance.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By

Chief Clerk.

HEG:AP

Enclosure

0992

May 28, 1926.

Beers and Beers,

Dayton, Washington.

Gentlemen:

Herewith enclosed find certified copy of the notice of the claim of W. S. Belshaw against yourselves, which has been filed in the office of the Secretary of State. This claim is for horse feed, barn rent and horse hire furnished you in the sum of $196.35 in connection with your contract for the construction of the Coles Bridge-Cummins Creek Section of the John Day Highway.

We forward this notice to you at the request of the Secretary of State.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Chief Clerk.

HMG:AP

Enclosure.

0992

May 28, 1925.

Bauers and Bauers,

Dayton, Washington.

Gentlemen:

Herewith enclosed find certified copy of the notice of the claim of W. G. Belshaw against yourselves, which has been filed in the office of the Secretary of State. This claim is for horse feed, barn rent and horse hire furnished you in the sum of $198.38 in connection with your contract for the construction of the Coles Bridge-Cumming Creek Section of the John Day Highway.

We forward this notice to you at the request of the Secretary of State.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Chief Clerk.

REC:AP

Enclosure.

0992

May 28, 1925.

Mr. Sam A. Kozer,
Secretary of State
B U I L D I N G .

Attention Mr. H. J. Haas
Filing Division

Dear Sir:

This will acknowledge receipt of your letter of the 22d inst., enclosing three certified copies of the notice of the claim of W. G. Belshaw against Bauers and Bauers in the amount of $198.85, being for horse fee, barn rent and horse hire furnished the above contractors in connection with their contract for the construction of the Coles Bridge-Cummins Creek Section of the John Day Highway in Grant County.

Complying with your request, we are today forwarding copies of this notice to the contractor and the surety on his bond.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By

Chief Clerk.

HBG:AP

C. N. LAUGHRIGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

May 22, 1925.

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received from Mr. Errett Hicks, Atty., Canyon City, Oregon, and filed as of the 4th inst. a notice of claim by W. G. Belshaw for horse feed, barn rent and horse hire furnished in the sum of $198.35 against the bond taken from Bauers & Bauers as principals and the Aetna Casualty & Surety Company as surety, in connection with the work of construction of the Coles Bridge Cummings Creek section of the John Day Highway in Grant County, Oregon.

F167
668

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principals in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

FILING DIVISION,

By M. J. Sears

B.

12 PF-1

United States of America

STATE OF OREGON

TO SAM A. KOZER,
SECRETARY OF THE STATE OF OREGON,
SALEM, OREGON.

NOTICE IS HEREBY GIVEN, That the undersigned, W. G. Belshaw, has a claim for horse feed, barn rent and hire of horse furnished Lee Weaver and Thomas Weaver, partners as Weaver & Weaver, while engaged as sub-contractors under Bauers & Bauers, in the construction of the Coles Bridge Cummings Creek section of the John Day Highway in Grant County, Oregon, and that such horse feed, barn rent and hire of horse were of the reasonable and agreed value of $331.35; that I was paid on account of my claim the sum of $133.00, and there remains due and owing me the sum of $198.35, for which last named amount I have a claim against the bond taken from Bauers & Bauers as principals, and the Aetna Casualty & Surety Company as surety on said bond, for the horse feed, barn rent and hire of horse above set forth.

Dated at Canyon City, Grant County, Oregon, the 1st day of May, 1925.

W. G. BELSHAW

ENDORSED:
File No. 468
Filed May 4, 1925, SAM A. KOZER, Secretary of State.

of Oregon.

Done at the Capitol at Salem, Oregon

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim of W. G. Belshaw for horse feed, barn rent and horse hire furnished in the sum of $198.35 against the bond taken from Bauers & Bauers as principals and the Aetna Casualty & Surety Company as surety, in connection with the work of construction of the Coles Bridge Cummings Creek section of the John Day Highway in Grant County, Oregon, with the original notice of claim filed in the office of the Secretary of State on May 4, 1925, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with the endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 22nd day of May, A. D. 19 25.

Sam A. Kozer

Secretary of State

By _____

Deputy

99-92

May 5, 1928.

Aetna Casualty & Surety Company,
c/o Bates, Lively & Pearson, Agents,
Room Building,
Portland, Oregon.

Gentlemen:

This letter is to advise you as surety on the bond furnished by Bauers & Bauers in connection with their contracts for the construction of Units 1 and 2, Cow Canon Creek-Caleo Bridge Section of the John Day Highway in Grant County, that we have received from Mr. Errat Hicks, Lawyer, Canyon City, Oregon, notice of the claim of W. G. Belshaw against Weaver & Weaver, sub-contractors under Bauers & Bauers in connection with this work, which claim is for a balance due for horse feed and rental of barn and is in the sum of $198.38.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LH

cc. Bauers & Bauers, Dayton, Washington.

~~File #668-F 26 7.-11~~ 09-92

May 4, 1925.

Mr. Errett Hicks,
Lawyer,
Canyon City, Oregon.

Dear Sir:

In response to your request of the 1st inst. we are mailing to you herewith certified copies of contracts awarded by the Highway Commission to Bowers & Bowers for the construction of Units 1 and 2, Cummins Creek-Coles Bridge Section of the John Day Highway in Grant County.

Answering the second paragraph of your letter will say that both of these units were completed and accepted by the Highway Commission on August 12, 1924.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Gleiwyer,
Chief Clerk.

HBG:LM
Encls.

Errett Hicks
Lawyer
Canyon City, Oregon

May 1st, 1925.

#1 Aug 12, 1925-X
#2 Aug 12, 1925-X

State Highway Commission of Oregon,
Salem, Oregon.

Gentlemen:

I herewith enclose you application of W. C. Belshaw for copy of bond of Bauers & Bauers on the construction of the Coles Bridge Cummings Creek section of the John Day Highway in Grant County. Bonds were given to cover this section in two units and I would like to have both of them.

Will you please forward these bonds and will you also please let me know when, according to your records, this section of the highway was completed and accepted by the State of Oregon.

Yours truly,
Errett Hicks
B. A.

EH/BA
Enc. 1.

TO THE STATE HIGHWAY COMMISSION OF THE STATE OF OREGON:

Based on the hereto attached affidavit I hereby make application for a certified copy of the bond furnished by Bauers & Bauers for construction of the Coles Bridge-Cummings Creek Section of the John Day Highway in Grant County, Oregon, and I request that you mail certified copy of such bond to Errett Hicks, attorney, Canyon City, Oregon.

I am informed the Coles Bridge-Cummings Creek Section of the John Day Highway was let in two units but I do not know the division of this section into such units and will ask that a copy covering both units be furnished Mr. Hicks for me.

Dated at Canyon City, Grant County, Oregon, this 1st day of May, 1925.

W E Belshaw

BEFORE THE STATE HIGHWAY COMMISSION OF OREGON.

In the Matter of the Claim of W. G. Belshaw against the bond of Bauers & Bauers, contractors for construction of the Coles Bridge-Cummings Creek Section of the John Day Highway, in Grant County, Oregon.

State of Oregon,)
) ss
County of Grant.)

I, W. G. Belshaw, being first duly sworn depose and say:

That between the 12th day of November, 1923, and the 24th day of February, 1924, both dates inclusive, Lee Weaver and Thomas Weaver, partners as Weaver & Weaver, were engaged in the construction of the John Day Highway on that section known as the Coles Bridge-Cummings Creek Section of said Highway and were so engaged as sub-contractors under Bauers & Bauers, and between the dates above given I furnished to Weaver & Weaver feed for their horses and a barn in which to shelter them, and also a horse to work and such horse feed, use of barn and use of horse were of the reasonable and agreed value of $331.35, and that all of such feed, use of barn and horse were furnished while Weaver & Weaver were engaged in the construction of said highway; that I was paid on account of what I furnished said parties the sum of $133.00, and there remains due and owing me a balance of $198.35.

That I make this affidavit for the purpose of obtaining from the Highway Commission of the State of Oregon, a copy of the undertaking of Bauers & Bauers, original contractors for the construction of that portion of the John Day highway on which Weaver & Weaver worked, and that I have a claim against the bond of such original contractors for what is due me.

W G Belshaw

Subscribed and sworn to before me this 1st day of May, 1925.

Bernice D. Allen
Notary Public for Oregon.

My commission expires Mar. 10, 1929.

#676
Grant Co.

99-92

May 2, 1925.

Willamette Fuel & Supply Company,
204 Tillamook Street near Larrabee,
Portland, Oregon.

Attention Mr. George Iverson, Manager.

Dear Sirs:

Receipt is acknowledged of your letter of the 1st inst. advising us of your claim in amount $40.00 against the Monson-Trierweiler Company for material, smithing, coal and coke shipped to Condon for state work.

In reply will say that we would suggest that you file your clai with the surety on the bond furnished by the Monson-Trierweiler Company in connection with their contract which was for the construction of five bridges on the John Day Highway in Grant County and is state highway contract No. 676.

The surety on the bond in this instance is the New Amsterdam Casualty Company for whom Clemens, White & Coleman are agents. Their address is 202 Stevens Building, Portland, Oregon.

It is our understanding the firm of Monson-Trierweiler are in financial difficulties and that the surety company are settling claims. Mr. James L. Conley is attorney for this company and it is our understanding that he is investigating claims that are on file. His office is in the Wilcox Building, Portland, Oregon.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Gleiayer,
Chief Clerk.

HBG:LM

WILLAMETTE FUEL & SUPPLY CO.

WHOLESALE AND RETAIL

COAL - FOUNDRY COKE - FIRE BRICK
FIRE CLAY - SEA COAL - SMITHING COAL

204 Tillamook St., Near Larrabee
THIRTEENTH AND PETTYGROVE STREETS

PORTLAND, OREGON

May 1st., 1925.

State Highway Commission,
Salem, Ore.

Gentlemen:

We have a claim of $40.00 against the Monson-Trierweiler Co., for material, smithing coal and coke, shipped to them at Condon, Ore., for state work.

Our claim is made up of two invoices covering shipments made February 16th, 1924 and May 2nd, 1924.

Will you kindly advise us if it is possible to realize on these claims and if so what is the method of procedure.

Thanking you in anticipation of your prompt reply, we remain,

Very truly yours,

Willamette Fuel & Supply Co.

Geo. L. Irwin
Manager.

ANSWERED
H. B. G

RAILWAY WEIGHTS AT POINT OF SHIPMENT GOVERN ON ALL SETTLEMENTS
SHIPMENTS SUBJECT TO ACCIDENTS OR DELAYS UNAVOIDABLE OR BEYOND OUR CONTROL

#676 - Dept. of County

March 24, 1925.

Mr. Sam A. Kozer,
Secretary of State,
B u i l d i n g.

Attention Mr. J. N. Bass, Filing Division.

Dear Sir:

Receipt is acknowledged of your letter of the 20th inst. enclosing three certified copies of notice of the claim of C. L. Graves against the Monsen-Trierweiler Company for rental of equipment used in the construction of bridges on the John Day Highway in Grant County, Oregon.

Complying with your request we are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours,
ROY A. KLEIN,
State Highway Engineer.

By
H. B. Gleisner,
Chief Clerk.

HBG:LM

FILING DIVISION.

A. KOZER
SECRETARY OF STATE

C. N. LAUGHRIGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

March 20, 1925.

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received from Messrs. Rummens & Griffin, Attys., 612 American Bank Bldg., Seattle, Wash., and filed as of this date a notice of claim by C.L.Graves for rental in the sum of $397.40, together with additional rental at $35.00 per month from March 11, 1925, and the further sum of $500.00 to cover the value of one air compressor, one steel air receiver and fittings if not returned, against the bond taken from Monson Trierweiler Company, and the New Amsterdam Bonding Company, for the work of erecting steel bridges on the John Day Highway between Dayville and Mt. Vernon, Oregon, under contract No. 676.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

FILING DIVISION,

By M. J. Sears

B.

Seattle, Washington
612 American Bank Bldg.,

March 11, 1925.

TO Secretary of State,
State of Oregon,
Salem, Oregon.

DUE NOTICE IS HEREBY GIVEN:

That the undersigned, C. L. GRAVES, at 612 American Bank Building, Seattle, Washington, has a claim against the bond taken from Monson Trierweiler Company, of Portland, Ore., written by the New Amsterdam Bonding Company, of 1108 Wilcox Building, Portland, Oregon, for the work of erecting steel bridges on the John Day Highway between Dayville and Mt. Vernon in the State of Oregon, under Contract No. 676, and that his claim is for the sum hereinafter specified and grows out of the following facts and circumstances:

On April 1, 1922 this Claimant, C. L. GRAVES, leased to Monson Trierweiler Company, contractors above referred to, a certain air compressor and one steel air receiver and fittings, at the agreed and reasonable rental of $35.00 per month and that the said Monson Trierweiler Company took said air compressor, steel air receiver and fittings and placed the same upon the works of executing the contract above referred to, and that they still have the same in their possession and have never returned the same to the undersigned claimant, or to his order, and the said Monson Trierweiler Company and no one on its behalf has ever paid anything on account of said rent and they have failed and neglected to re-deliver said air compressor, steel air receiver and fittings or any part thereof to this claimant, C. L. GRAVES.

That about the First day of July, 1924 said New Amsterdam Bonding Company took over the work of completing the said contract and took into its possession the aforesaid air compressor, steel air receiver and fittings, and continued the use thereof in executing the work under said contract on account of their obligation under the bond.

That the said bonding company, thereafter, at some time not exactly known to this claimant, still having the said air compressor, steel air receiver and fittings in their possession, shipped the same, together with a large amount of other machinery, from off the works to the city of Portland, Oregon by railroad and did not pay the freight thereon and the railroad company took all of the machinery in said shipment, including the machinery of this claimant, above described, and placed the same in storage and are still holding all of said machinery, including the above described property of this claimant, and this claimant has not been able to recover the same.

That the fair reasonable rental value of said machinery during all the time while it has been out of the possession of this claimant has been and will continue to be $35.00 per month, and that the fair reasonable value of the said machinery is $500.00.

This claimant therefore asserts a claim against the New Amsterdam Bonding Company, and the bond executed under the above mentioned contract, as follows:

For rental from April 1, 1924 to date,
being 11 months and 11 days, now
aggregating to this date the sum of - - $ 397.40

United States of America

and further asserts a claim against said bond and the New Amsterdam Bonding Company for rental on said machinery at the rate of $35.00 per month from this 11th day of March, 1925 until said machinery shall be delivered to this claimant; and further asserts a claim against said bond and New Amsterdam Bonding Company for a return to this claimant of the above described air compressor, steel air receiver and fittings, and in event delivery thereof be not made, then, and in lieu thereof, this claimant asserts the claim against said bond and said New Amsterdam Bonding Company for the sum of $500.00, the same being the fair reasonable value of said air compressor, steel air receiver and fittings.

This claim is filed with and as a part of the claim of this claimant filed with the Secretary of State of Oregon and endorsed "Filing No. 446, Filed November 24, 1924, Sam A. KOZER, Secretary of State."

C. L. Graves

CLAIMANT

Post Office Address:
612 American Bank Building,
Seattle, Washington.

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

C. L. GRAVES, being first duly sworn, on oath says:

I am the claimant above named; that I have read the foregoing claim, know the contents thereof and that the statements made therein are true; that I supplied the materials therein referred to for the prosecution of the work therein referred to as stated in the foregoing claim and no payment has been made therefor or thereon.

C. L. Graves

Subscribed and sworn to before me this 11th day of March, 1925.

Tracy E. Griffin
Notary Public in and for the State of Washington, residing at Seattle.

(Seal)

ENDORSED:
File No. 465
Filed Mar 20 1925 SAM A. KOZER, Secretary of State.

By

B.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by C. L. Graves for rental in the sum of $397.40, together with additional rental at $35.00 per month from March 11, 1925, and the further sum of $500.00 to cover the value of one air compressor, one steel air receiver and fittings, in the event the same are not returned, against the bond taken from Monson Trierweiler Company, and the New Amsterdam Bonding Company, for the work of erecting steel bridges on the John Day Highway between Dayville and Mt. Vernon, Oregon, under contract No. 676, with the original notice of claim filed in the office of the Secretary of State on March 20, 1925, and that the same is a full, true and correct transcript therefrom and the whole thereof, together with the endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 21st day of March, A. D. 19 25.

Sam A. Kozer

Secretary of State.

By _____

Deputy.

OG-92

March 24, 1925.

New Amsterdam Casualty Company,
c/o Clemens, White & Coleman, Agents,
202 Stevens Building,
Portland, Oregon.

Gentlemen:

Herewith enclosed please find certified copy of notice of the claim of C. L. Graves against the Monson-Trierweiler Company in amount $697.40, it being for rental of equipment in connection with state highway contract No. 876 for the construction of bridges on the John Day Highway in Grant County. This copy is for your files as you appear as surety on the bond furnished by the Monson-Trierweiler Company in this instance.

This copy is forwarded to you at the request of the Secretary of State.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. E. Glaisyer,
Chief Clerk.

HEG:LM
Encl.
cc. Monson-Trierweiler Company, 633 Railway Exchange Bldg., Portland, Oregon
cc. Jas. L. Conley, Attorney, Wilcox Building, Portland, Oregon.

0092

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

IN YOUR REPLY PLEASE
REFER TO FILE NO.

The Dalles, Oregon
February 9, 1925

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

FEB 10 1925

Dear Sir:

Referring to your letter of February 6th, in which you state that information has come to your office that the section of the John Day Highway between Coles Bridge and Cummings Creek, particularly the section North of Mt. Vernon, is becoming soft on account of wet weather and rise in the river.

Please be advised that I have gotten in touch with Mr. Kirkwood who reports that the road between Coles Bridge and Cummings Creek is in first class condition. There is a little soft spot between Mt. Vernon and Coles Bridge which is a little soft, but of no consequence.

There are no heavy loads being drawn over this section of the highway at the present time, according to Mr. Kirkwood and I have instructed him to watch the stretch carefully, in fact all the roads in this locality, and not to hesitate to limit the loads if necessity requires, as per your instructions.

Yours very truly,

C. W. Wanzer,
Division Engineer.

CWW-vc

cc A. A. Kirkwood

RECEIVED
State Highway Engineer

file

FORM 5A 55570 1000-12-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

IN YOUR REPLY PLEASE

REFER TO FILE NO.

The Dalles, Oregon
February 9, 1925

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

FEB 10 1925

Dear Sir:

Referring to your letter of February 6th, in which you state that information has come to your office that the section of the John Day Highway between Coles Bridge and Cummings Creek, particularly the section North of Mt. Vernon, is becoming soft on account of wet weather and rise in the river.

Please be advised that I have gotten in touch with Mr. Kirkwood who reports that the road between Coles Bridge and Cummings Creek is in first class condition. There is a little soft spot between Mt. Vernon and Coles Bridge which is a little soft, but of no consequence.

There are no heavy loads being drawn over this section of the highway at the present time, according to Mr. Kirkwood and I have instructed him to watch the stretch carefully, in fact all the roads in this locality, and not to hesitate to limit the loads if necessity requires, as per your instructions.

Yours very truly,

C. W. Wanzer.
Division Engineer.

CWW-vc

cc A. A. Kirkwood

RECEIVED
State Highway Engineer

file

February 6, 1925.

Mr. C. W. Wanser,
Division Engineer,
The Dalles, Oregon.

Dear Sir:

Information has come to this office that the section of the John Day Highway between Coles Bridge and Cummins Creek, particularly the section north of Mount Vernon, is becoming rather soft on account of the continued wet weather and the rise in the river.

Please investigate this condition through your local representative and if the conditions warrant, do not hesitate to put up signs limiting the load so that there will be no damage to the highway.

I think this situation should be watched very closely during the spring breakup on this and other highways, and, if necessary, do not hesitate to take the proper preventative measures. In some cases, we have found it necessary to reduce the allowable load limit to as low as six thousand pounds.

Very truly yours,

State Highway Engineer.

BAV:HI

09 42

February 6, 1925.

Mr. A. D. Leedy,
Attorney at law,
1004 Chamber of Commerce Bldg.,
Portland, Oregon.

Dear Sir:

Complying with your request of the 4th instant, there is being mailed to you herewith three copies of State Highway contract #676 awarded by the Highway Commission to the Monson-Trierweiler Company for the construction of five bridges over the John Day River and Cummins Creek on the John Day Highway near Mt. Vernon in Grant County, Oregon.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:ER

January 31, 1925.

New Amsterdam Casualty Company,
c/o Clemens, White & Coleman, Agents,
302 Stevens Building,
Portland, Oregon.

Gentlemen:

This letter is to advise you that we have today received a letter from O. C. Trester & Company of Prairie City, Oregon, advising us of their claim against the Monson-Trierweiler Company for lumber furnished for bridges on the Mt. Vernon Section of the John Day Highway. The substance of their letter is as follows:

"I have a claim against Monson-Trierweiler Company for lumber furnished for bridges on the Mt. Vernon Section of the John Day Highway.

I have written them several times but get no answer.

I understand that their bondsmen are paying their bills. Will you please tell me just where we stand in regard to this claim and how soon may expect payment on the same."

Very respectfully yours,

O. C. TRESTLER & COMPANY"

This information is given you as you appear as surety on the bond furnished by the Monson-Trierweiler Company in connection with their contract for the construction of five bridges in Grant County.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:EH
cc. Monson-Trierweiler Company, 635 Railway Exchange Bldg., Portland, Oregon.
cc. Jas. L. Conley, Attorney, Wilcox Building, Portland, Oregon.

O. C. #676 - Trester 0992

January 31, 1925.

O. C. Trester & Company,
Funeral Directors,
Prairie City, Oregon.

Attention Mr. O. C. Trester

Gentlemen:

We wish to acknowledge receipt of your letter of the 29th inst. advising us of your claim against the Monson-Trierweiler Company for lumber furnished for bridges on the Mt. Vernon Section of the John Day Highway.

In reply will say that your claim is protected by the bond furnished by the Monson-Trierweiler Company in connection with this contract. We wish to suggest that you file your claim with the surety on this bond. The surety in this instance is the New Amsterdam Casualty Company, Clemens, White & Coleman, Agents, 202 [redacted] Building, Portland, Oregon.

It is our understanding that the bonding company are making an investigation of the claims against this contract with the idea of settling. As to whether or not any claims have been paid by them we have not been informed. Mr. Jas. L. Conley is attorney for this company in Portland. Would suggest that you send a carbon copy of your claim to Mr. Conley. His address is Wilcox Building, Portland, Oregon. If you do not secure satisfaction from the bonding company you still have recourse to action in the courts.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

O. G. TRESTER & COMPANY

FUNERAL DIRECTORS

CUT FLOWERS AND GREENHOUSE PLANTS

PRAIRIE CITY, OREGON, Jan 29th. 1925. 192__

State Highway Com;
Salem Ore.
Gentlemen;

I have a claim against Monser Trierweiler Co. for lumber furnished for bridges, on the Mt. Vernon section of the J. Day Highway

I have writen them several times and get no answer.

I understand that there bondsmen are paying there bills Will you please tell me just where we stand in regard to this claim and how soon we may expect payment on the same.

Very resp Yours.

ANSWERED
H. B. C.

Very truly yours,
NOT A. KLEIN,
State Highway Engineer.
By

H. B. Claisyer,
Chief Clerk.

HBC:ER

09-92

January 29th, 1925.

Mr. A. D. Leedy,
1004 Chamber of Commerce Bldg.,
Portland, Oregon.

Dear Sir:

Complying with your request of the 27th instant, we are mailing to you herewith a certified copy of the contract and bond in connection with State Highway contract #676, for the construction of five bridges over the John Day River and Cummins Creek in Grant County, which contract was awarded to the Monson-Trierweiler Company by the Highway Commission.

The date upon which this contract was completed was August 1, 1924, which date represents the date of acceptance by the Highway Commission.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:ER

RES. PHONE EAST 8487

LAW OFFICES OF
1004 A. D. LEEDY
1004-16 CHAMBER OF COMMERCE BUILDING
PORTLAND, OREGON

January 27, 1925.

Mr. Roy Klein,
State Engineer,
Salem, Oregon.

Dear Mr. Klein:

The Monson-Trierweiler Company, together with The New Amsterdam Casualty Company as Bondsmen, have a contract with the State of Oregon for the building of three bridges in Grant County on the line of the John Day Highway. You well know that these bridges were built last summer and I am not apprized of the exact date of their completion or their acceptance by the state.

You will remember I spoke to you about this matter sometime ago in the Imperial Hotel. I am representing quite a large number of claimants who have not been paid for their services in this work and the bondsmen do not appear to be getting ready to pay very fast. It is now my intention to proceed according to statute to collect these claims. I would like very much for you, in accordance with our conversation, to send me a certified copy of the contract and bond.

Also please give me the date of the completion of the contract with the acceptance of the work by the affirmative action of the State of Oregon, as provided for in Sec. 2991 Oregon Laws.

Should you wish an affidavit as provided for in that statute I can make you such an affidavit or send to Eastern Oregon and secure an affidavit from each of the claimants. However, I do not consider an affidavit really essential and I think that I can handle this matter with one certified copy for all of the claims which I represent.

Thanking you in advance for this courtesy, I am

Yours very truly,

ADL M

A. D. Leedy

ALMOST FREE
H. B. O.

Date of completion Aug 1, 1924

OG-92

January 14, 1928

New Amsterdam Casualty Company,
Portland, Oregon.

Gentlemen:

Herewith enclosed please find certified copy of notice of claim of John Steinberger against the Monson-Trierweiler Company in amount $385.01 being for labor performed in connection with their contract in connection with the construction of five bridges in Grant County. The original of this claim is on file in the office of the Secretary of State. We have been requested by him to forward copies to the contractor and surety.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. E. Gleisner,
Chief Clerk.

HEG:LM

cc. Monson-Trierweiler Co., 633 Railway Exchange Building, Portland, Ore.
cc. Jas. L. Conley, Attorney, Wilcox Building, Portland, Oregon.

copy

#676—Grant Co

January 14, 1925.

Mr. Sam A. Koser,
Secretary of State,
B u i l d i n g.

Attention Mr. N. J. Haas, Filing Division.

Dear Sir:

Receipt is acknowledged of your letter of the 13th inst. enclosing three copies of notice of claim of John Steinberger against the Monson-Trierweiler Company in amount $385.81.

Complying with your request we are today forwarding copies of this notice to the contractor and surety on the bond furnished by the contractor in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Gleisner,
Chief Clerk.

HBG:EM

C. N. LAUGHRIGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

January 13, 1925.

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received from Herbert Swett, Gasco Bldg., Portland, Oregon, and filed as of this date a notice of claim by John Steinberger for labor furnished in the sum of $385.81 against the bond taken from Monson-Trierweiler Co., Inc., as principal and the New Amsterdam Casualty Company as surety for the work of constructing three bridges over the John Day River and two small bridges over Cummings Creek on the Coles Bridge Cummings Creek Section of the John Day Highway in Grant County, Oregon.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

FILING DIVISION,

By N. J. Haas

ANSWERED
H. B. G

B.

NOTICE to the State of Oregon and Sam A. Kozer,

Secretary of State thereof:

Notice is hereby given that the undersigned JOHN STEINBERGER has a claim for work and labor furnished by him during the months of February, March, April, May, June, July & August, 1924, as construction laborer in the construction of the bridges hereinafter referred to in the sum of three hundred eighty-five dollars and eighty-one cents ($385.81) against the bond taken from Monson-Trierweiler Co., Inc., as principal, and the New Amsterdam Causualty Company as surety for the work of constructing three (3) bridges over the John Day River and two (2) small bridges over Cummings Creek on the Coles Bridge Cummings Creek Section of the John Day Highway in Grant County, Oregon; said work being performed under contract known as No. 676, dated the 25th day of June, 1923.

JOHN STEINBERGER

ENDORSED:

File No. 461
Filed Jan. 13, 1925, SAM A. KOZER, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim of John Steinberger for labor furnished in the sum of $385.81 against the bond taken from Monson-Trierweiler Co., Inc., as principal and the New Amsterdam Causualty Company as surety for the work of constructing three bridges over the John Day River and two small bridges over Cummings Creek on the Coles Bridge Cummings Creek Section of the John Day Highway in Grant County, Oregon, with the original notice of claim filed in the office of the Secretary of State on January 13, 1925, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with the endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 13th day of January, A. D. 1925.

Sam A. Kozer

Secretary of State.

By _____

Deputy.

FF 92

January 5, 1926

New Amsterdam Casualty Company,
c/o Clemens, White & Coleman, Agents,
202 Stevens Building,
Portland, Oregon.

Gentlemen:

Herewith enclosed please find copy of notice of claim of the Pacific Iron Works against Hanson-Friermuller Company, which same is self-explanatory. The original of this claim is on file in the office of the Secretary of State. This copy is being forwarded to you at the request of the Secretary of State as you appear as surety on the bond furnished by the Hanson-Friermuller Company in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. R. Glaisyer,
Chief Clerk.

HRG:LM
Encl.

cc. Hanson-Friermuller Company, 632 Railway Exchange Bldg., Portland, Oregon.

cc. Mr. Jos. L. Conley, Attorney, Wilcox Building, Portland, Oregon.

SAM A. KOZER
SECRETARY OF STATE

January 5, 1925.

Mr. Sam A. Kozer,
Secretary of State,
B u i l d i n g.

Attention Mr. M. J. Haas, Filing Division.

Dear Sir:

We acknowledge receipt of your letter of the 3rd inst. enclosing three copies of notice of claim of the Pacific Iron Works against the Monson-Trierweiler Company.

Complying with your request we are forwarding copies of this notice to the contractor and his surety on the bonds.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

C. N. LAUGHRIGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

RECEIVED
JAN 5 1925

January 3, 1925.

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received from Pacific Iron Works, E. 29th & Clackamas Sts., Portland, Oregon, and filed as of the 30th ult., a notice of claim against Monson & Trierweiler and bonding company for material furnished and used on Cole Bridge, Cummings Highway, (Contract #676), and on span bridge, John Day Highway near Dayville.

We are enclosing a copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

FILING DIVISION,

By M. J. Haas

B.

ANSWERED
H. B. G.

COPY

O. E. Heintz, Manager — Phone Garfield 0220

PACIFIC IRON WORKS

Carry in Stock:
Steel Beams
Channels
Angles
Plates
Tees

Structural Steel
Steel Buildings and Bridges
Architectural Steel
Bridge Rods
Castings

Member of the United Metal Trades Association of the Pacific Coast

Office and Works:
East 29th and Clackamas Streets

Portland, Oregon, Dec. 29, 24.

Mr. Sam. A. Koser,
Secretary of State,
Salem, Oregon.

Dear Sir:

We wish to file claim against Messrs. Monson & Trierweiler and his bonding company, for material furnished as per enclosed invoices and statement of account.

This material was used on Cole Bridge, Cummings Highway, contract #676, and also on one span bridge, John Day Highway near Dayville, bridge #888.

We filed this claim with the Oregon State Highway Engineer Sept. 16th., but we have since ascertained that claim should have been filed with the Secretary of State. Kindly acknowledge receipt.

Yours truly,

PACIFIC IRON WORKS.

O. E. Heintz,
Manager.

O. E. Heintz, Manager — Garfield 0220

Portland, Oregon, Dec 27 1924

Messrs Monson & Trierweiler

to PACIFIC IRON WORKS, Dr.
Structural Steel
Steel Buildings and Bridges

Member of the United Metal Trades Association of the Pacific Coast

Terms: Net Cash
Interest charged on overdue accounts

Office and Works
East 29th & Clackamas Sts.

May 22		34 16	Net
June 2		23 84	No Discount
July 30		45 08	
		103 08	
Aug 6	Credit	21 09	
	Balance due		81 99

O. E. Heintz, Manager

Carry in Stock:
Steel Beams
Channels
Angles
Plates
Tees

PACIFIC IRON WORKS
Structural Steel
Steel Buildings and Bridges
Architectural Steel
Bridge Rods
Castings

Phone Garfield 0220

Member of the
United Metal Trades
Association of the
Pacific Coast

Office and Works:
East 29th and Clackamas Streets

Portland, Oregon, May, 22, 24.

Sold to MONSON & TRIERWEILER,
CITY.
Terms Net Cash-No Discount Allowed

100	Rivets	3/4"x 1-7/8"			
500	do	2 3/4"			
180	do	3"			
			390# @ 6½	25 35	
			parcel post	8 06	
			cartage	75	
					34 16

Shipped Mount Vernon, Oregon.

O. E. Heintz, Manager

Carry in Stock:
Steel Beams
Channels
Angles
Plates
Tees

PACIFIC IRON WORKS
Structural Steel
Steel Buildings and Bridges
Architectural Steel
Bridge Rods
Castings

Phone Garfield 0220

Member of the
United Metal Trades
Association of the
Pacific Coast

Office and Works:
East 29th and Clackamas Streets

Portland, Oregon, June, 2, 24.

Sold to MONSON & TRIERWEILER,
CITY
Terms Net Cash-No Discount Allowed

250	Rivets	3/4" x 2½"			
100	do	3"			
200	do	2 3/4"			
			272# @ 6½	17 68	
			cartage	50	
			parcel post	5 66	23 84

Shipped Mount Vernon, Oregon.

O. E. Heintz, Manager

Carry in Stock:
Steel Beams
Channels
Angles
Plates
Tees

PACIFIC IRON WORKS
Structural Steel
Steel Buildings and Bridges
Architectural Steel
Bridge Rods
Castings

Phone Garfield 0220

Member of the
United Metal Trades
Association of the
Pacific Coast

Office and Works:
East 29th and Clackamas Streets

Portland, Oregon, July, 30, 24.

Sold to MONSON & TRIERWEILER,
CITY.
Terms Net Cash-No Discount Allowed

2- 5" - channel rails		(left)		
2- 5" - do		(right)		
	connection angles			
	clip angles			
	plates			
	rivets			
		644# @ 7		45 08

Shipped Condon, Oregon.
For bridge #888

ENDORSED:
File No. 459
Filed Dec. 30, 1924, SAM A. KOZER, Secretary of State.

B.

#6 file 2 P.F.-1 0992

December 18, 1924.

Mr. Earl B. Moore,
Lawyer,
John Day, Oregon.

Dear Sir:

In compliance with your request of the 15th inst. we are mailing to you herewith certified copy of contract between the Oregon State Highway Commission and Bauers & Bauers for the construction of Unit No. 2, Coles Bridge-Cummins Creek Section of the John Day Highway.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. E. Blelsyer,
Chief Clerk.

HEB:LM

Encl.

Earl B. Moore
LAWYER
Grant County
JOHN DAY, OREGON

December 15th,1924

DEC 17 1924

The State Highway Commission
Salem,Oregon.

Dear sirs;

I am enclosing an affidavit of claim and request that you send me a copy of the contract wherein Bauers and Bauers, contractors agreed to build certain bridges on the John Day Highway, on the Coles-Bridge-Cummings Creek section. As I understand it, the Bauers and Bauers Company had the contract for the smaller bridged and the MonsOn-Trierweiler Company subcontracted under them,while the Mon-son Trierweiler Company has the contract direct from the Highway Commission for the larger bridges across the John Day River, at Coles Bridge, Mt. Vernon , and Moore's Ranch.

Very truly Yours,

Earl B. Moore

State of Oregon
County of Grant,ss

DEC 17 1924

I, Earl B. Moore of John Day, Grant County, Oregon, being first duly sworn on oath say;

That I am the agent of John Keller of John Day, Grant County,Oregon who has claim against Monson-Trierweiler Co., Inc. subcontractors under Bauers and Bauers,contractors for the building of bridges on the Coles Bridge-Cummings Creek section of the John Day Highway,for the sum of $12.00 for delivering 1500 feet of bridge lumber from Prairie City,Oregon to the Bridge across Mc Clellan Creek. That no part of said claim has been paid,and that there are no just counterclaims in favor of the said Monson-Trierweiler Co., Inc. on said claim,and that thereis now due and owing the said John Keller on account of daid claim the sum of $12.00.

Earl B Moore

Subscribed and sworn to before this 15'day of December,1924

E J Bayley
Notary Public for Oregon

My Commission expires [illegible] Expires Mar 18, 1925

7742

December 16, 1924.

New Amsterdam Casualty Company,
c/o Clemens, Wilson & Coleman, Agents,
502 Stevens Building,
Portland, Oregon.

Gentlemen:

We hand you herewith a copy of notice of claim which has been filed in the office of the Secretary of State by Nichols, Hallock and Donald, attorneys of Baker, Oregon, it being the claim of the Keeshe-Sage Hardware Company for materials and supplies furnished the Monson-Trierweiler Company in connection with their contract for the construction of five bridges on the John Day Highway in Grant County.

This is being forwarded to you at the request of the Secretary of State as you appear as surety on the bond furnished by the Monson-Trierweiler Company in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM
Encl.

cc. Jas. L. Conley, Attorney at Law, Porter Building, Portland, Oregon.

CC CC 09-92

December 13, 1924.

Monson-Trierweiler Company,
635 Railway Exchange Building,
Portland, Oregon.

Gentlemen:

Herewith enclosed please find copy of notice of claim which has been filed in the office of the Secretary of State by Nichols, Hallock & Donald, attorneys of Baker, Oregon, it being for materials and supplies in amount $170.57 furnished to you in connection with the construction of five bridges in Grant County.

This notice is being forwarded to you at the request of the Secretary of State.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. E. Glaisyer,
Chief Clerk.

HEG:LM
Encl.

SAM A. KOZER,
SEC. STATE

#676 09-92

December 13, 1924.

Mr. Sam A. Kozer,
Secretary of State,
B u i l d i n g.

Attention Mr. N. J. Haas, Filing Division.

Dear Sir:

We wish to acknowledge receipt of your letter of the 11th inst. enclosing three copies of notice of claim which has been filed in your office by Nichols, Hallock & Donald, attorneys of Baker, Oregon for the Rasche-Sage Hardware Company, it being for materials and supplies furnished the Monson-Trierweiler Company in the sum of $170.57 in connection with their contract for the construction of five bridges on the John Day Highway in Grant County.

Complying with your request we are today forwarding copies of this notice to the contractor and surety.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Claisyer,
Chief Clerk.

HBC:LM

C. N. LAUGHRIDGE,
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

RECEIVED
DEC 13 1924

December 11, 1924.

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received from Messrs. Nichols, Hallock & Donald, Attys., 201 Sommer Bldg., Baker, Oregon, and filed as of this date a notice of claim by Basche-Sage Hardware Company for materials and supplies furnished in the sum of $170.57, together with interest thereon at the legal rate from July 30, 1924, against the bond taken from Monson-Trierweiler Company, Inc., and the New Amsterdam Casualty Company for the work of constructing five bridges over the John Day River and Cummings Creek on the John Day River Highway in Grant County, Oregon.

We are enclosing a copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

FILING DIVISION,

By N. J. Sears

H. B. G.

B.

COPY

To: THE STATE OF OREGON and THE OREGON STATE HIGHWAY COMMISSION, Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned, Basche-Sage Hardware Company, a corporation, has a claim for materials and supplies furnished, including oil, washers, machine bolts and miscellaneous supplies, in the sum of $170.57, with interest thereon at the legal rate from the 30th day of July, 1924, against the bond taken from the Monson-Trierweiler Company, Inc., and New Amsterdam Casualty Company for the work of constructing five bridges over the John Day River and Cummings Creek on the John Day River Highway in Grant County, Oregon, said work being bridges numbered 886, 887, 987, 988 and 989, at stations 755 and 758 of the Cummings Creek-Valadez Ranch Section and stations 3, 175, and 635 of the Coles Bridge-Cummings Creek Section of the John Day River Highway in Grant County, Oregon, Contract No. 676, and said contract having been awarded to said Monson-Trierweiler Company on the 25th day of June, 1923.

BASCHE-SAGE HARDWARE COMPANY

By James H. Nichols
Its Assistant Secretary

ENDORSED:

File No. 450
Filed Dec. 11, 1924, SAM A. KOZER, Secretary of State.

SAM A. KOZER.

#676 - Grant County 99-12

December 8, 1924.

Mr. Sam A. Kozer,
Secretary of State,
B u i l d i n g.

Attention Mr. E. J. Hess, Filing Division.

Dear Sir:

We acknowledge receipt of your letter of the 5th inst. enclosing three copies of notice of claim which has been filed in your office by Grant County in the sum of $40.16 against the Monson-Trierweiler Company and the New Amsterdam Casualty Company.

Complying with your request we are today forwarding copies of this notice to the contractor and surety on the bond.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

C. N. LAUGHRIGE,
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

RECEIVED
DEC 8 1924
OREGON
STATE

December 5, 1924.

State Highway Commission,

Salem, Oregon.

Gentlemen:

This is to advise that we received from Mr. Orin L. Patterson, County Judge, Canyon City, Oregon, and filed as of this date a notice of claim by Grant County for bridge lumber in the sum of $40.16 against the bond taken from the New Amsterday Casualty Company by the Monson-Trierweiler Company, wherein the Monson-Trierweiler Company was principal and the New Amsterday Casualty Company was surety for the work of constructing three steel bridges on the Coles Bridge-Cummings Creek section of the John Day Highway.

We are enclosing a copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

ACKNOWLEDGED
H. B. G.

FILING DIVISION,

By M. J. Isaac

B.

COPY

L. Patterson
County Judge

W. S. Caverhill
County Commissioner
Caverhill, Oregon

F. M. Round
County Commissioner
John Day, Oregon

Office of

COUNTY COURT OF GRANT COUNTY

Canyon City, Oregon

December 2, 1924

To Sam A. Kozer,
Secretary of State,
Salem, Oregon.

Dear Sir:

Notice is hereby given that the undersigned, Grant County, Oregon, has a claim for bridge lumber in the sum of Forty and 16/100 ($40.16) Dollars against the bond taken from the New Amsterday Casualty Company by the Monson-Trierweiler Company, wherein the Monson-Trierweiler Company was principal and the New Amsterday Casualty Company was surety for the work of constructing three steel bridges on the Coles Bridge-Cummings Creek section of the John Day Highway, the bridges being locally known as the Coles Bridge, the McKern Bridge and the Moore Bridge.

GRANT COUNTY, OREGON

By Orin L. Patterson,
County Judge

ENDORSED:
File No. 449
Filed Dec. 5, 1924, SAM A. KOZER, Secretary of State.

Orin L. Patterson
County Judge

W. S. Caverhill
County Commissioner
Caverhill, Oregon.

F. M. Round
County Commissioner
John Day, Oregon

Office of
COUNTY COURT OF GRANT COUNTY
Canyon City, Oregon

December 2, 1924

Monson & Trierweiler Company,
419 Railway Exchange Building,
Portland, Oregon

To Grant County, Oregon, Dr.

July 12, 1924,	To 7 pieces Fir Timber for Cole's Bridge, 6x16x20, received at Bear Creek @ $23.00 per 1000 ft.	$25.76
" " "	To 3 pieces Fir Timber for Cole's Bridge, 6x16x20 received at the County Lot, Canyon City, Oregon, @ $30.00 per 1000 ft.	14.40
		$40.16

State of Oregon,)
) ss
County of Grant.)

I, Orin L. Patterson, being first duly sworn, say, that I am the duly elected, qualified and acting County Judge of Grant County, Ore., and as such have personal charge of all material owned by Grant County, Oregon, and stored at what is known as the County Lot or purchased by the county for delivery to the County Lot. That the above statement for timbers used in the construction of Cole's Bridge on unit 1, of the Cole's Bridge-Cummings creek section of the John Day Highway by the Monson-Trierweiler Company, the contractors, is true and correct, and the price charged therefor is the same price paid for these timbers at the place where the same were received; That the said timbers were by me in person delivered to Mr. Monson, the manager for the said contractors or to the agent of the said Mr. Monson, and were used in the construction of the said Cole's Bridge. That all of the said timbers were passed upon and approved by the bridge inspector representing the Oregon State Highway Commission. That the bill for the said bridge timbers has not been paid to Grant County, Oregon, and that there is due and owing to Grant County, Oregon, the sum of $40.16, and that there is no counterclaim of any nature against the said claim.

ORIN L. PATTERSON

Subscribed and sworn to before me this 2nd day of December, 1924.

Geo. H. Cattanach
Notary Public for Oregon

(SEAL)

My Commission Expires _____

My Commission Expires January 30, 1928

ENDORSED:
B. Filed Dec. 5, 1924, SAM A. KOZER, Secretary of State.

09-92

December 8, 1934.

New Amsterdam Casualty Company,
c/o Clemens, White & Coleman, Agents,
202 Stevens Building,
Portland, Oregon.

Gentlemen:

We enclose herewith copy of notice of claim which has been filed in the office of the Secretary of State by Grant County in amount $40.16 being the claim of said county against the Monsen-Trierweiler Company in connection with their contract for the construction of five bridges in Grant County on the John Day Highway.

This notice is being sent to you at the request of the Secretary of State as you appear as surety on the bond furnished by the Monsen-Trierweiler Company in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Gleiayer,
Chief Clerk.

HBG:LM

cc. Jas. L. Conley, Attorney at Law, Wilcox Building, Portland, Oregon.

00292

December 8, 1926.

Monson-Trierweiler Company,
633 Railway Exchange Building,
Portland, Oregon.

Gentlemen:

Herewith enclosed please find another notice of claim which has been filed in the office of the Secretary of State against yourselves on your contract for the construction of five bridges in Grant County. This claim is th t of Grant County Court in amount $40.16 for bridge lumber furnished.

This copy is forwarded to you at the request of the Secretary of State.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

Encl.

#116-Grant Co
09-92

November 28, 1924.

Nichols, Hallock & Donald,
Attorneys at Law,
301 Sumner Building,
Baker, Oregon.

Attention Mr. Jas. T. Donald.

Gentlemen:

Complyi g with your request of the 23rd inst. we enclose herewith certified copy of contract with the Monson-Trierweiler Company for the construction of five bridges in Grant County on the John Day Highway.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Gleiseyer,
Chief Clerk.

HBG:LM
Encl.

JAMES H. NICHOLS
BLAINE HALLOCK
JAMES T. DONALD

LAW OFFICES
NICHOLS, HALLOCK & DONALD
SUITE 201 SOMMER BLDG.
BAKER, OREGON

Nov. 23, 1924.

State Highway Commission,

Salem,

Oregon.

Gentlemen:

In accordance with Section 2991 of the Code, we are forwarding herewith affidavit of the Assistant Secretary of the Basche Sage Hardware Company, a corporation, which furnished supplies to the Monson-Trierweiler Company, Inc., contractors for certain work on the John Day River Highway in Grant County. We ask that certified copies of the contract and bond with Monson Trierweiler Company be forwarded to this office at your earliest convenience.

Yours very truly,

NICHOLS, HALLOCK & DONALD,

By James T. Donald

JTD/HFD.

ANSWERED
H B.G.

STATE OF OREGON)
) ss
County of Baker)

I, James H. Nichols, being first duly sworn depose and say that I am the Assistant Secretary of Basche Sage Hardware Company, a corporation; that said corporation is organized, exists and does business under and by virtue of the laws of the State of Oregon, with its principal place of business in the City of Baker, Baker County, Oregon; that materials for the prosecution of construction work on the five bridges over the John Day River and Cummins Creek on the John Day River Highway has been furnished the Monson-Trierweiler Company, Inc., contractors, and payment for the same in the sum of $ 170.57, with interest thereon at 6 % per annum from the 15th day of July, 1924, has not been made.

James H. Nichols

Subscribed and sworn to before me this 25th day of November, 1924.

James J. Donald
Notary Public for Oregon

My commission expires Nov. 12th, 1926.

SAM A. KOZER
SECRETARY OF STATE

09-92

November 26, 1914.

Mr. Sam A. Koser,
Secretary of State,
B u i l d i n g.

Attention Mr. M. J. Hass, Filing Division.

Dear Sir:

We acknowledge receipt of your letter of the 24th inst. enclosing three certified copies of notice of claim of G. L. Graves against the Monson-Trierweiler Company for rental of equipment in the sum of $105.00 which equipment was used in the construction of bridges by the Monson-Trierweiler Company on the John Day Highway in Grant County.

Complying with your request we are today forwarding copies of this notice to the contractor and surety.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Gleisyer,
Chief Clerk.

HBG:LM

C. N. LAUGHRIGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

November 24, 1924.

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received and filed as of this date a notice of claim by C. L. Graves for rent on one air compressor, one steel air receiver and fittings, in the sum of $105.00 against the bond taken from Monson Trierweiler Company, and the New Amsterdam Bonding Company, for the work of erecting steel bridges supposedly on the John Day Highway between Dayville and Mt. Vernon, the State contract No. being 676.✓

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

FILING DIVISION,

By M. J. Sears

B. H B. G.

United States of America

STATE OF OREGON

Spokane, Wash. Nov. 21, 1924

Secretary of State,

State of Oregon,

Salem, Oregon.

Dear Sir:

Notice is hereby given by the undersigned, C. L. Graves, has a claim for rent on one air compressor, one steel air receiver and fittings, in the sum of $105.00, against the bond taken from Monson Trierweiler Company, of Portland, Oregon written by the New Amsterdam Bonding Company, of 1108 Wilcox Building, Portland, Oregon, for the work of erecting steel bridges supposedly on the John Day Highway between Dayville and Mt. Vernon, the State contract No. being 676.

(Signed)

C. L. GRAVES
Pennington Hotel
Spokane, Washington

ENDORSED:
File No. 446
Filed Nov. 24, 1924, SAM A. KOZER, Secretary of State

Secretary of State.

By _____ Deputy.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim of C. L. Graves for rent on one air compressor, one steel air receiver and fittings, in the sum of $105.00 against the bond taken from Monson Trierweiler Company, and the New Amsterdam Bonding Company, for the work of erecting steel bridges supposedly on the John Day Highway between Dayville and Mt. Vernon, the State contract No. being 676, with the original notice of claim filed in the office of the Secretary of State on November 24, 1924, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with the endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 24th day of November, A. D. 1924.

Sam A. Kozer

Secretary of State.

By _____

Deputy.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim of C. L. Graves for rent on one air compressor, one steel air receiver and fittings, in the sum of $105.00 against the bond taken from Monson Trierweiler Company, and the New Amsterdam Bonding Company, for the work of erecting steel bridges supposedly on the John Day Highway between Dayville and Mt. Vernon, the State contract No. being 676, with the original notice of claim filed in the office of the Secretary of State on November 24, 1924, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with the endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 24th day of November, A. D. 1924.

Secretary of State.

By _____

Deputy.

29-92

November 25, 1924.

Monson-Trierweiler Company,
688 Railway Exchange Building,
Portland, Oregon.

Gentlemen:

We enclose herewith certified copy of notice of claim of C. L. Groves against yourselves in the sum of $105.00 being for rental of equipment in connection with your contract for the construction of five bridges on the John Day Highway in Grant County.

This copy is being forwarded to you at the request of the Secretary of State.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Gleimyer,
Chief Clerk.

HBG:LM
Encl.

PDG-92

December 26, 1934.

New Amsterdam Casualty Company,
Clemons, White & Coleman, Agents,
202 Stevens Building,
Portland, Oregon.

Gentlemen:

Herewith enclosed please find certified copy of notice of claim of O. L. Graves against the Monson-Trierweiler Company in amount $105.00 being for rental of equipment used by the Monson-Trierweiler Company in connection with their contract for the construction of bridges in Grant County on the John Day Highway.

This copy is being sent to you at the request of the Secretary of State as you appear as surety on the bond furnished by the Monson-Trierweiler Company in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM
Encl.

cc. Mr. Jas. L. Conley, Attorney, Wilcox Building, Portland, Oregon.

W. E. CHENOWETH, PRESIDENT

09 92

Nov. 22, 1924

Illinois Steel Bridge Co.
611 Hutton Bldg.
Spokane, Washington
Attention, C. A. Burnett

Gentlemen:

Your letter under date of November 20th, addressed to the State Highway Commission, concerning your claim against Monson-Trierweiler Company, has been handed to me with the request that I answer the same.

During the progress of the work, the Monson-Trierweiler Company assigned all funds for payments due under the contract or to become due under the contract to the New Amsterdam Casualty Company, which was surety on the contractor's bond given in connection with the contract. Thereafter payments were made to the surety company, including final payment. Hence there is nothing that the State Highway Commission can do to aid you in procuring a settlement or adjustment of your claim. It will be necessary, therefore, for you to pursue such remedy as you may have against the surety company and the contractor.

Very truly yours,

Assistant Attorney-General.

JMD:EB

E. CRABTREE, SECRETARY-TREASURER
McMURPHY, VICE-PRESIDENT
T. W. BEADLE, ASSISTANT SECRETARY
T. A. CHAPIN, GENERAL MANAGER

ILLINOIS STEEL BRIDGE CO.

C. A. BURNETTE, Resident Agent
611 HUTTON BUILDING, SPOKANE, WASH.,

JOHN ZELCH, N. W. AGENT
551 GILFILLAN BLK.
ST. PAUL, MINN.

DESIGNERS, CONTRACTORS AND MANUFACTURERS
BRIDGES, STEEL BUILDINGS, METAL STRUCTURES
AND CORRUGATED GALVANIZED METAL CULVERTS

RECEIVED
NOV 21 1924
Salem

SPOKANE, WASH., Nov. 30, 1924.

Oregon State Highway Commission

Salem, Oregon.

Roy A. Klein, State Highway Engineer.

Dear Sir;-

On Sept. 4th. we mailed to your office a claim against the Monson-Trierweiler Co. A like claim was also filed with Monson-Trierweiler Co. and the New Amsterdam Casualty Co.

We have had no success in getting this claim settled by the bonding company, in fact we have been unable to get them to set any time when this claim will be paid, or even state that the claim will not be contested.

We realize that the bonding company must take considerable time to check over the contractor's accounts.

It has been nearly 80 days now since this claim was filed, and the final estimate has been turned over to them, and we feel that they should give some assurance that this claim will be taken care of at some certain future time.

In other words, we do not care to wait four or five months and then find out that we must take legal action to make this collection.

We will appreciate it if your department can help us in any way in this matter.

Yours very truly,

ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS AND OTHER DELAYS BEYOND OUR CONTROL.
QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE.

Illinois Steel Bridge Co.
C A Burnette

Nov. 7, 1924.

Mr. Sam A. Kozer,
Secretary of State,
S a l e m.

Dear Sir:

Enclosed herewith please find notice of claim of Mr. Ed. Van Oy of Cinebar, Washington, against the Monson-Frierweiler Company in amount of $194.47, which claim Mr. Van Oy has requested that we pass on to you in accordance with Section 2991 of the Oregon laws.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:ER

Enclosure

Nov. 10, 1924.

Monsen-Trierweiler Company,
633 Railway Exchange Bldg.,
Portland, Oregon.

Gentlemen:

At the request of the Secretary of State, we are forwarding to you herewith a certified copy of a notice of claim that has been filed in his office by Mr. Ed. Van Cy, it being in the sum of $194.47 for labor performed for you in connection with your contract for the construction of five bridges in Grant County.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBB:KR

Dept of Cy

Nov. 7, 1924.

Mr. Ed. Van Oy,
Ginebar, Washington.

Dear Sir;

Receipt is acknowledged of your letter of the 30th ultimo, with further reference to your claim against the Monson-Trierweiler Company in amount of $194.47.

Complying with your request, we have forwarded the notice which was enclosed in your letter to the Secretary of State.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

by

H. H. Claiseyer,
Chief Clerk.

HHC:ER

Cinebar Wash
Oct 30, 1924

Ore. State Highway Dept.
Salem Ore.

Dear Sir: In reference to my labor claim of $197.45 which you told me to file with New Amsterdam Co. Co and Mr J. L Conley. I have put in my claim and have written them twice but can't get a reply from them, according to a bulletin am filing a notice with the secretary of the state, would you please hand it to him if necessary

Yours Truly
Ed Vandy

ANSWERED
H. B. G.

rtified copy of a notice of
-Trierweiler Company for
struction of five bridges
t County. This copy is
he Secretary of State as
l by the Monson-Trierweiler

ours.

y Engineer.

er.

CC to James L. Conley.
Wilcox Bldg.,
Portland, Oregon.

Nov. 10, 1924.

The New Amsterdam Casualty Company,
Clemens White and Coleman, Agents,
808 Stevens Bldg.,
Portland, Oregon.

Gentlemen:

Herewith enclosed please find a certified copy of a notice of claim of Mr. Ed Van Oy against the Monson-Trierweiler Company for labor performed in connection with the construction of five bridges by the Monson-Trierweiler Company in Grant County. This copy is being forwarded to you at the request of the Secretary of State as you appear as surety on the bond furnished by the Monson-Trierweiler Company in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:ER

Enclosures

CC to James L. Conley,
Wilcox Bldg.,
Portland, Oregon.

Nov. 10, 1924.

Mr. Sam A. Koser,
Secretary of State,
B u i l d i n g.

Dear Sir;

Receipt is acknowledged of your letter of the 8th instant, enclosing three certified copies of the notice of the claims of Mr. Ed. Van Oy against the Monson-Trierweiler Company, being for labor in connection with the construction of five bridges in Grant County, the amount of the claim being $194.47.

In conformance with your request, we are forwarding one copy to each the contractor and surety.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:ER

DEPARTMENT OF STATE
SALEM

November 8, 1924

State Highway Commission,

Salem, Oregon.

Gentlemen:- (Attention of Mr. H. B. Glaisyer, Chief Clerk)

Acknowledgment is made of the receipt of your favor of the 7th inst., enclosing notice of claim by Ed. Van Oy, of Cinebar, Washington, for labor on steel bridges in Grant Co., in the sum of $194.47 against the bond taken from the Monson-Trierweiler Co. and the New Amsterdam Casualty Co. In reply respectfully have to advise that this notice has been duly filed in this office as of this date.

Enclosed you will find a certified copy of the notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond convering the contract and one to the surety.

Kindly acknowledge receipt of the copies, and oblige.

Very truly yours,

FILING DIVISION,

H. By M. J. Haas

H B.Q.

COPY

United States of America

STATE OF OREGON

Cinebar Wash

Oct 30, 1924

Secretary of State of Oregon

Salem Oregon

To State of Oregon

Notice is hereby given that the undersigned Ed Van Oy has a claim for labor, on steel bridges in Grant Co. in the sum of $194.47 against the bond taken from Monson Trierweiler Co. - New Amsterdam Casualty Co.

ED VAN OY

ENDORSED:

File No. 443
Filed Nov. 8, 1924, SAM A. KOZER, Secretary of State

B.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim of Ed Van Oy for labor on steel bridges in Grant Co. in the sum of $194.47 against the bond taken from Monson Trierweiler Co. - New Amsterdam Casualty Co., with the original notice of claim filed in the office of the Secretary of State on November 8, 1924, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with the endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 8th day of November, A. D. 1924.

Sam A. Kozer

Secretary of State.

By _____

Deputy.

0992

October 29, 1924.

The Aetna Casualty & Surety Company,
Bates, Lively & Pierson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway contract No. 666 for the construction of Unit 2, Coles Bridge-Cummins Creek Section of the John Day Highway in Grant County, consisting of 10.82 miles of grading and surfacing, has been completed by the contractors, Bauers & Bauers and that final settlement will be made by the State with the above contractors for work done under said contract on or after Nov. 7th, 1924.

The State has been advised of claims against this contract but assumes no responsibility for them.

This notice is served upon you as surety on the bond furnished by the by the above contractor.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

PR#92

Bauers & Bauers,
Dayton, Washington.

October 25, 1924

Gentlemen:

Receipt is acknowleged of your letter of October 23rd asking when you may expect to receive vouchers covering final payment on Units No. 1 and 2 of the Coles Bridge-Cummings Creek Section of the John Day Highway. This will advise that the voucher for Unit No.2 will be mailed to you before evening today. It is possible also that we will be able to get the voucher for Unit No.1 in the mail today too. At any rate the voucher for Unit No.1 will be ready to be mailed to you not later than Monday.

We regret that so many things have conspired to cause delay in the passage of these final payments.

Yours very truly,

ROY A. KLEIN
State Highway Engineer.

By
S. H. Probert,
Office Engineer.

SHP L

cc

GEO. F. PRICE

BAUERS & BAUERS
GENERAL CONTRACTORS
DAYTON, WASHINGTON

Hon.Roy A Klein

State Hiway Engineer

Salem,Oregon,

October 23,1924

Dear Sir;- Attention Mr Probert.

Referring to the Coles Bridge to Cummings creek section of the John Day hiway,about which the writer spoke to you at Salem last month,we find the last estimate on Unit 1 was given on June 10th,and thelast estimate on Unit 2 was given on July 10th; but that Unit 2 was not completed at that time, some rip rap being unfinished.

We received a stationman's statement from Mr Kirkwood,showing the completion of the placing of this rip rap on August 12th,which completed all work on the project.

Will you kindly advise us what progress is being made in making up the final estimate on these two pieces of work,and about when we may expect payment?

Thanking you for your attention,and for past favors,we are,

Sincerely yours,

Bauers & Bauers

By Earl Bauers

FORM 84 20510 10M-1-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

PR #92

OREGON STATE HIGHWAY COMMISSION

SALEM

Subject; Final Estimate.
Job 12 P.F.-1

Mitchell, Oregon.
October,19,1924.

Mr Roy A.Klein,
Salem, Oregon.

Attention Mr.S.H.Probert.

Dear Sir;

In confirmation of our conversation of Oct.18,and in reply to your letter regarding Cattle Pass,driveway,and rip rap on Unit No.2 of the Coles Bridge-Cummings Creek Sec. of the John Day Highway,I will state:

It was my understanding that the State was to apply the cost of installing 72 feet of 36 inch pipe on the cost of the Cattle Pass,and that Ira G.Boyce,property owner,was to pay the difference between the cost of the pipe and the cost of the Pass,as the Cattle Pass took the place of the pipe . 72 feet of 36 ingh pipe at $7.00,the bid price,amounts to $504.00. The Cattle Pass cost was $585.23. The difference is $81.23 which amount was paid by Mr.Boyce.

In regard to the pipe to be paid for by Grant County . These pipes were placed in new driveways,and in places where there had not been lanes or driveways prior to highway construction,and these pipes were installed as a right of way settlement. They were placed in borrow pits or in side ditches and no excavation was made for them.

The only item which was not included in the Final Estimate was 233.9 Cu.Yds. of Rip Rapping. Thid rip rap was completed on Aug.13,and the field notes ,plats ect; were mailed by registered mail,on Aug 14,to Mr Wanzer,Division Engineer,at The Dalles. I have the receipt for the same and have sent a tracer after the package.

Very respectfully,

C. A. Kirkwood
Resident Engineer

cc to C.W.Wanzer

PQ-92

— CO #676 Grant County —

October 15, 1934.

Standard Oil Company,
Walla Walla, Washington.

Gentlemen:

Receipt is acknowledged of your letter of the 14th inst. enclosing copy of your notice of claim in amount $690.45 against the bond taken from the Monson-Dierzwiler Company for the construction of five bridges in Grant County, which has been filed in the office of the Secretary of State of the State of Oregon.

Receipt of the affidavit accompanying this notice is also acknowledged.

In conformance with our usual custom in matters of this kind we are today advising the contractor and surety of the existence of your claim.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

H. B. Glaisyer,
Chief Clerk.

HBG:LM

STANDARD OIL COMPANY

INCORPORATED IN CALIFORNIA

J. P. CRUDEN,
DISTRICT SALES MANAGER
[redacted], H. W. McCALLUM
ASSISTANT DISTRICT SALES MANAGER

SALES DEPARTMENT

OFFICE
FIRST NATIONAL BANK BLDG.
11 SOUTH 2ND STREET
P. O. DRAWER 56

WALLA WALLA, WASHINGTON,

SUBJECT:

October 14, 1924

Oregon State Highway Commission,
Salem, Oregon

Attention Mr. Roy A. Klein,
State Highway Engineer

Gentlemen:

In accordance with Section 2991 of the Oregon Laws we are attaching copy of claim against the Monson-Trierweiler Company and the New Amsterdam Casualty Company in amount $590.45 being for materials and petroleum products sold and delivered to the Monson-Trierweiler Company in connection with their contract for the construction of five bridges in Grant County, for the State of Oregon.

Kindly place this claim on file and advise us when this is done so that our records will be complete.

Very truly yours,

STANDARD OIL COMPANY,

By J. P. Cruden
District Sales Manager

MCS:DH
Credit
Encl.

ENDORSED H. B. G.

RECEIVED
OCT 13 1924

To the STATE OF OREGON,
SALEM, OREGON:
Att'n Secretary of State:

NOTICE is hereby given that the undersigned the Standard Oil Company of Walla Walla, Washington, has a claim for materials and petroleum products furnished in the sum of Five Hundred Ninety and 45/100 Dollars ($590.45) against the bond taken from Monson-Trierweiler Company, principal, and the New Amsterdam Casualty Company, surety, for the construction of five bridges over the John Day River and Cummins Creek on the John Day Highway in Grant County, Oregon, the amount being due for purchases made by the Monson-Trierweiler Company to whom the contract was let.

STANDARD OIL COMPANY,

By J. V. Crudden
District Sales Manager

STATE OF WASHINGTON)
COUNTY OF WALLA WALLA) SS

J. P. CRUDEN, being first duly sworn, says that he is District Sales Manager of the STANDARD OIL COMPANY, a corporation organized under the laws of the State of California, a creditor of Monson-Trierweiler Company in the sum of Five Hundred Ninety and 45/100 Dollars ($590.45) for materials and petroleum products sold and delivered to said Monson-Trierweiler Company at its request, as per statement of account attached hereto, and that there are no offsets or counterclaims to same, and that claimant has not, nor has any person by his order, or to the knowledge or belief of said deponent, for claimant's use, had or received any manner of security for said debt whatever.

J. P. Cruden

Subscribed and sworn to before me this 7th day of October, A.D. 1924.

L. Jacobson
Notary Public in and for State of Washington, residing at Walla Walla.

0992

October 15, 1928

New Amsterdam Casualty Company,
c/o Clemens, White & Coleman, Agents,
202 Stevens Building,
Portland, Oregon.

Gentlemen:

This letter is to advise you as surety on the bond furnished by the Monson-Trierweiler Company in connection with their contract for the construction of five bridges on the John Day Highway in Grant County, that we have today received from the Standard Oil Company of Walla Walla, Washington, notice of their claim in amount $890.45 against yourself and the Monson-Trierweiler Company for petroleum products sold to them and delivered in connection with this work.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

E. B. Glasgow,
Chief Clerk.

EBG:LM

cc. Jas. L. Conley, Attorney, Wilcox Building, Portland, Oregon.
cc. Monson-Trierweiler Co., 648 Railway Exchange Bldg., Portland, Oregon.

09.92

October 11, 1924.

New Amsterdam Casualty Company,
c/o Clon nt, White & Coleman, Agents,
502 Stevens Building,
Portland, Oregon.

Gentlemen:

Herewith enclosed please find certified copy of notice of the claim of the First National Bank of Cottage Grove in amount $5,000 against the Monson-Trierweiler Company in connection with their contract for the construction of five bridges in Grant County, which notice of claim has been filed in the office of the Secretary of State.

This copy is being forwarded to you at the request of the Secretary of State as you appear as surety on the bond furnished by the Monson-Trierweiler Company in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

cc. Jas. L. Conley, Attorney, Wilcox Building, Portland, Oregon.
cc. Monson-Trierweiler Company, 633 Railway Exchange Building, Portland, Or.

0992

#676-Grant County

October 11, 1924.

Mr. Sam A. Kozer,
Secretary of State,
B u i l d i n g.

Attention Mr. N. J. Egan, Filing Division.

Dear Sir:

We wish to acknowledge receipt of your letter of the 9th inst. enclosing three certified copies of notice of the claim of the First National Bank of Cottage Grove against the Monson-Trierweiler Company in connection with their contract for the construction of five bridges in Grant County, which claim is in amount $5,000.

In compliance with your request we are today forwarding copies of this notice to the contractor and the surety.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

SAM A. KOZER
SECRETARY OF STATE

C. N. LAUGHRIGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

RECEIVED
OCT 11 1924
OREGON
STATE HIGHWAY COMMISSION

October 9, 1924.

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we have received from the First National Bank, Cottage Grove, Oregon, and filed as of this date a notice of claim in the sum of $5,000.00, together with interest at 8% per annum from June 20, 1924, against the Monson-Trierweiler Company, Inc., for money furnished said company for the work of construction of bridges on the Cummings Creek - Valadeo Ranch Section and the Coles Bridge - Cummings Creek Section of the John Day River Highway in Grant County, Oregon, under contract No. 676.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

FILING DIVISION,

By M. J. Kraus

ACKNOWLEDGED
H. B. G

B.

TO THE HONORABLE STATE HIGHWAY COMMISSION
of the State of Oregon,

TO THE HONORABLE SAM A. KOZER, SECRETARY OF
STATE, of the State of Oregon.

Please take notice that the Monson-Trierweiler Company, Inc., is indebted to the First National Bank of Cottage Grove, Oregon, in the sum of FIVE THOUSAND ($5000.00) DOLLARS, with interest at the rate of 8 per cent per annum, from the 20th day of June 1924, for and on account of the loan of $5000.00 to the said Monson-Treiweiler Company, Inc., which said sum of money was furnished by the First National Bank of Cottage Grove, Oregon, to the said Monson-Treiweiler Company, Inc., for carrying on the work of construction of bridges numbered 886, 887, 987, 988 and 989, at Stations 755 and 758 of the Cummings Creek - Valadeo Ranch Section and Stations 3, 175 and 635 of the Coles Bridge - Cummings Creek Section of the John Day River Highway in Grant County, Oregon, and which said sum of money was used by the said Monson-Treiweiler Company, Inc., in carrying on its contract with the State of Oregon, and the State Highway Commission of the State of Oregon, being contract No. 676, dated the 25th day of June, 1923, and the said money so furnished said contractor was used by said contractor in carrying on said work and in payment for material, labor and supplies used on said construction work under said contract, and was borrowed from said bank by said contractor for the purpose of enabling said contractor to carry on said work and with the intention to use the said funds in carrying on the said contract, and said funds were actually used in carrying on said contract and in furnishing the necessary material, labor and supplies used thereon, and

Whereas, default has been made in the payment of said sum of $5000.00 and interest to said bank, and the same is now due and owing and the said contractor has turned over the performance of said work to its Surety, the New Amsterdam Casualty Company of New York, the said First National Bank of Cottage Grove, Oregon, hereby makes application that the payment therefor to the said contractor and surety and all payments hereafter to the said contractor and its said surety be withheld and applied to the payment of the claim of said bank as aforesaid.

That said claim is further evidenced by the promissory note of the said Monson-Treiweiler Company, in favor of the said First National Bank of Cottage Grove, Oregon, dated the 20th day of March. 1924, and being for the said sum of $5000.00, furnished for carrying on said work as aforesaid, and bearing interest at the rate of 8 per cent per annum and on which note payments have been made as follows:

Payments of Interest made -

June 17th 1924 Paid Interest to 6/20 -'24 $100.00

and that no part of the principal has been paid, and the said sum of $5000.00, with interest from the 20th day of June 1924, is now due and owing the said First National Bank of Cottage Grove, Oregon.

FIRST NATIONAL BANK OF COTTAGE GROVE OREGON

By Herbert Eakin
President

By T. C. Wheeler
Cashier

STATE OF OREGON
COUNTY OF LANE SS

I, T. C. Wheeler, being first duly sworn on oath depose and say that I am the Cashier of the First National Bank of Cottage Grove, Oregon; that I have read the foregoing notice and claim and know the contents thereof and that the same is true as I verily believe, and I further depose and say that the said sum of $5000.00 and interest thereon, set out therein, was money actually furnished the said Monson-Treiweiler Company, Inc., for carrying on its said contract No. 676, with the State of Oregon and the State Highway Commission of Oregon, and that no part of the said sum has been paid except as therein stated and that the said money so furnished by the said bank was actually used in the performance of said contract and in the payment of labor, material and supplies used in the performance of said contract by said contractor.

T. C. WHEELER

Subscribed and sworn to before me this 6th day of October, 1924.
(Seal)

Homer Galloway
Notary Public for Oregon
My Commission expires:

ENDORSED:

File No. 436, Filed Oct. 9, 1924, SAM A. KOZER, Secretary of State.

B.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim of the First National Bank of Cottage Grove, Oregon, in the sum of $5,000.00, together with interest at 8% per annum from June 20, 1924, against Monson-Trierweiler Company, Inc., for money furnished said company for the work of construction of bridges on the Cummings Creek - Valadeo Ranch Section and the Coles Bridge - Cummings Creek Section of the John Day River Highway in Grant County, Oregon, under contract No. 676, with the original notice of claim filed in the office of the Secretary of State on October 9, 1924, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with the endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this ~~9th~~ day of October, A. D. 19 24.

Sam A. Kozer
Secretary of State.

By C. Waughop
Deputy.

PG-92

October 10, 1924.

NOTED
R.A.K.

Bauers & Bauers,
Dayton, Washington.

Gentlemen:

In reply to your letter of the 5th inst. inquiring as to when you may expect final payment in connection with your contract for the construction of two units of the Coles Bridge-Cummins Creek Section, will say that it is likely that the voucher will be mailed to you within the next week.

This matter has been held up pending the arrival in this office of additional field notes and quantities which were not submitted at the time the resident engineer submitted his first final estimate of quantities. We expect this field data in any mail and the matter will be rushed through as soon as possible.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

GEO. P. PRICE

BAUERS & BAUERS
GENERAL CONTRACTORS
DAYTON, WASHINGTON

Hon. Roy A Klein

State Hiway Engineer

Salem, Oregon

October 5, 1924

NOTED
R. A. K.

Dear Sir;-

We are writing again to inquire concerning the August estimate covering the work preformed to September 10th, on the Umatilla to Nolin section of the Columbia River hiway, which your legal department advises us has not been held by them, and should have been in our hands at this time.

We also wish to inquire when we may expect payment of the final estimates covering the two units of the Coles Bridge to Cummins Creek section of the John Day hiway, which has been completed for three months,

Thanking you for your attention, we are,

Sincerely yours,

Bauers & Bauers

By Art Bauers

GEO. F. PRICE

BAUERS & BAUERS
GENERAL CONTRACTORS
DAYTON, WASHINGTON

Sept 26,1924

Hon.Roy A Klein
State Hiway Engineer
Salem,Oregon

Dear Sir;-

In the matter of the August estimate on the Umatilla Nolin section of the Columbia River hiway;-

We have a letter dated September 22nd from Mr Devers,stating that this estmate will be released; but have not received the estimate,and are writing at this time to inquire when it may be expected.

Mr Devers states that sufficient funds willbe with held untill the matter of loss through irregularities chargeable to Mr Wagner are determined,but our Echo office advise us that Mr Wagner is charged with having purchased one ticket of four yards of crushed rock,amounting to $10.60. We wish also to state at this time that we have a bond to you on this work,which should be sufficient to cover the loss in this matter,if any develops.

We wish also to inquire at this time concerning the final estimate on the Coles Bridge to Cummings Creek section,which should have been in our hands at this time.

Thanking you for your attention,and for past courtesies,we are

Sincerely yours,

Bauers & Bauers
By

cc two

#676-1-1-17 C. 99-92

October 10, 1924.

Standard Oil Company,
Walla Walla, Washington.

Attention Mr. J. F. Cryden,
District Sales Manager.

Gentlemen:

We have your letter of the 7th inst. enclosing notice of claim against the Monson-Trierweiler Company and the New Amsterdam Casualty Company in amount $590.45 being for materials and petroleum products sold and delivered to the Monson-Trierweiler Company in connection with their contract for the construction of five bridges in Grant County. We are today advising the New Amsterdam Casualty Company of the existence of your claim.

Please understand that in accordance with Section 2991 of the Oregon Laws, you should file a copy of this notice with the Secretary of State as well as with this office.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

STANDARD OIL COMPANY

INCORPORATED IN CALIFORNIA

J. P. CRUDEN,
DISTRICT SALES MANAGER
H. W. McCALLUM,
ASSISTANT DISTRICT SALES MANAGER

SALES DEPARTMENT

OFFICE
FIRST NATIONAL BANK BLDG.
11 SOUTH 2ND STREET
P. O. DRAWER 56

WALLA WALLA, WASHINGTON.

SUBJECT:

October 7, 1924

Oregon State Highway Commission,
Salem, Oregon

ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS, DELAYS AND OTHER CAUSES UNAVOIDABLE OR BEYOND OUR CONTROL. PRICES OFFERED SUBJECT TO CHANGE WITHOUT NOTICE.

Gentlemen: Att'n Roy A. Klein, State Highway Engineer

We are attaching Notice of Claim against the New Amsterdam Casualty Company, Clemens, White & Coleman, Agents, 202 Stevens Building, Portland, Oregon, together with Affidavit covering the unpaid balance due us by the Monson-Trierweiler Company to whom the State of Oregon granted Contract No. 676 covering the construction of five bridges over the John Day River and Cummins Creek on the John Day Highway in Grant County, Oregon.

A copy of this Notice has been served on the New Amsterdam Casualty Company who are acting as surety on this contract.

Kindly acknowledge receipt of this Claim so that our file on this matter will be complete.

Very truly yours,

STANDARD OIL COMPANY,

By J. P. Cruden
District Sales Manager

MCS:DH
Credit
Encl.

ANSWERED
H. B. G.

STATE OF WASHINGTON)
COUNTY OF WALLA WALLA) SS

J. P. CRUDEN, being first duly sworn, says that he is District Sales Manager of the STANDARD OIL COMPANY, a corporation organized under the laws of the State of California, a creditor of Monson-Trierweiler Company in the sum of Five Hundred Ninety and 45/100 Dollars ($590.45) for materials and petroleum products sold and delivered to said Monson-Trierweiler Company at its request, as per statement of account attached hereto, and that there are no offsets or counterclaims to same, and that claimant has not, nor has any person by his order, or to the knowledge or belief of said deponent, for claimant's use, had or received any manner of security for said debt whatever.

J. P. Cruden

Subscribed and sworn to before me this 7th day of October, A.D. 1924.

L. Jacobson
Notary Public in and for State of Washington, residing at Walla Walla.

To the STATE OF OREGON,
SALEM, OREGON:
Att'n Secretary of State:

NOTICE is hereby given that the undersigned the Standard Oil Company of Walla Walla, Washington, has a claim for materials and petroleum products furnished in the sum of Five Hundred Ninety and 45/100 Dollars ($590.45) against the bond taken from Monson-Trierweiler Company, principal, and the New Amsterdam Casualty Company, surety, for the construction of five bridges over the John Day River and Cummins Creek on the John Day Highway in Grant County, Oregon, the amount being due for purchases made by the Monson-Trierweiler Company to whom the contract was let.

STANDARD OIL COMPANY,

By J. P. Brundin
District Sales Manager

99-92

October 9, 1924.

New Amsterdam Casualty Company,
Wilcox Building,
Portland, Oregon.

Gentlemen:

This letter is to advise you as surety on the bond furnished by the Monson-Trierweiler Company in connection with their contract for the construction of five bridges in Grant County, that we have today received from the First National Bank of Cottage Grove, Oregon, their notice of claim against the Monson-Trierweiler Company in amount $5,000 which was loaned to the Monson-Trierweiler Company to be used in connection with the building of these bridges.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

cc. Jas. L. Conley, Attorney, Wilcox Building, Portland, Oregon.
cc. Monson-Trierweiler Company, 633 Railway Exchange Bldg., Portland, Ore.

#676- Linn County

October 9, 1924.

First National Bank,
Cottage Grove, Oregon.

Attention Mr. T. C. Wheeler, Cashier.

Gentlemen:

We wish to acknowledge receipt of your letter of the 8th inst. enclosing a copy of the notice of your claim against the Monson-Trierweiler Company in amount $5,000.

We note that a copy of this has also been filed with the Secretary of State in conformance with the provisions of Section 2991 of the Oregon Laws. We are making a record of this notice and we are also notifying the New Amsterdam Casualty Company and Monson-Trierweiler Company that same has been filed.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

T.C. WHEELER, CASHIER.
WORTH HARVEY, Asst Cashier

No 5642

First National Bank

Cottage Grove, Orr.

Oct.8th, 1924

Roy A.Klein,Secretary,
Oregon State Highway Com.,
Salem, Oregon.

Dear Sir:-

We herewith hand to you notice of claim against Monson-Treiweiler Co.for presentation to your Honorable Board and action.

Kindly acknowledge receipt of same,if you please.

Very respectfully,

Cashier.

the loan of $5000.00 to the said Monson-Treiweiler Company, Inc., which said sum of money was furnished by the First National Bank of Cottage Grove, Oregon, to the said Monson-Treiweiler Company, Inc., for carrying on the work of construction of bridges numbered 886, 887, 987, 988 and 989, at Stations 755 and 758 of the Cummings Creek - Valadeo Ranch Section and Stations 3, 175 and 635 of the Coles Bridge - Cummings Creek Section of the John Day River Highway in Grant County, Oregon, and which said sum of money was used by the said Monson-Treiweiler Company, Inc., in carrying on its contract

TO THE HONORABLE STATE HIGHWAY COMMISSION
of the State of Oregon,

TO THE HONORABLE SAM A. KOZER, SECRETARY OF
STATE, of the State of Oregon.

Please take notice that the Monson-Trierweiler Company, Inc., is indebted to the First National Bank of Cottage Grove, Oregon, in the sum of FIVE THOUSAND ($5000.00) DOLLARS, with interest at the rate of 8 per cent per annum, from the 20th day of June 1924, for and on account of the loan of $5000.00 to the said Monson-Treiweiler Company, Inc., which said sum of money was furnished by the First National Bank of Cottage Grove, Oregon, to the said Monson-Treiweiler Company, Inc., for carrying on the work of construction of bridges numbered 886, 887, 987, 988 and 989, at Stations 755 and 758 of the Cummings Creek - Valadeo Ranch Section and Stations 3, 175 and 635 of the Coles Bridge - Cummings Creek Section of the John Day River Highway in Grant County, Oregon, and which said sum of money was used by the said Monson-Treiweiler Company, Inc., in carrying on its contract with the State of Oregon, and the State Highway Commission of the State of Oregon, being contract No. 676, dated the 25th day of June, 1923, and the said money so furnished said contractor was used by said contractor in carrying on said work and in payment for material, labor and supplies used on said construction work under said contract, and was borrowed from said bank by said contractor for the purpose of enabling said contractor to carry on said work and with the intention to use the said funds in carrying on the said contract, and said funds were actually used in carrying on said contract and in furnishing the necessary material, labor and supplies used thereon, and

Whereas, default has been made in the payment of said sum of $5000.00 and interest to said bank, and the same is now due and owing and the said contractor has turned over the performance of said work to its Surety, the New Amsterdam Casualty Company of New York, the said First National Bank of Cottage Grove, Oregon, hereby makes application that the payment therefor to the said contractor and surety and all payments hereafter to the said contractor and its said surety be withheld and applied to the payment of the claim of said bank as aforesaid.

That said claim is further evidenced by the promissory note of the said Monson-Treiweiler Company, in favor of the said First National Bank ofCottage Grove, Oregon, dated the 20th day of March. 1924, and being for the said sum of $5000.00, furnished for carrying on said work as aforesaid, and bearing interest at the rate of 8 per cent per annum and on which note payments have been made as follows:

Payments of Interest made

June 17th 1924 Paid Interest to 6/20/24 $100.00

and that no part of the principal has been paid, and the said sum of $5000.00, with interest from the 20th day of June 1924, is now due and owing the said First National Bank of Cottage Grove, Oregon.

FIRST NATIONAL BANK OF COTTAGE GROVE
OREGON

By Herbert Eaton
President.

By [illegible]
Cashier

STATE OF OREGON
SS
COUNTY OF LANE

I, T. C. Wheeler, being first duly sworn on oath depose and say that I am the Cashier of the First National Bank of Cottage Grove, Oregon; that I have read the foregoing notice and claim and know the contents thereof and that the same is true as I verily believe, and I further depose and say that the said sum of $5000.00 and interest thereon, set out therein, was money actually furnished the said Monson-Treiweiler Company, Inc., for carrying on its said contract No. 676, with the State of Oregon and the State Highway Commission of Oregon, and that no part of the said sum has been paid except as therein stated and that the said money so furnished by the said bank was actually used in the performance of said contract and in the payment of labor, material and supplies used in the performance of said contract by said contractor.

T. C. Wheeler

Subscribed and sworn to before me this 6th day of October, 1924.

Homer Galloway
Notary Public for Oregon

My Commission expires: 3/14/28

Contract Bonds 009-02

October 7, 1924.-

Mr. S. Watson,
John Day, Oregon.

Dear Sir:

Your letter of the 2nd inst. addressed to Sam Kozer, Secretary of State, in which you enclose a statement of your claim in amount $29.10 against the Monson-Trierweiler Company, has been forwarded to this office for reply.

In reply will say that it is our understanding that the Monson-Trierweiler Company are in financial difficulties. They have a large number of outstanding claims against this contract which we have been informed are being settled by the surety on the bond furnished by them in connection with this work. If you will file your claim with the surety company it will no doubt be given due and just consideration and in the course of time will be settled in full.

The surety on the bond in this instance is the New Amsterdam Casualty Company for whom Clemens, White & Coleman are resident agents. Their office is 202 Stevens Building, Portland, Oregon. The attorney for this company is Mr. Jas. L. Conley. His offices are in the Wilcox Building, Portland, Oregon.

It is our understanding that Mr. Conley is handling the matter of investigating and settling the accounts so you should mail him a copy of the claim which you file with Clemens, White & Coleman. In the event that you do not secure satisfaction from the surety company you still have recourse to action in the courts.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

S. WATSON
HARDWARE AND FURNITURE
JOHN DAY, OREGON

RECEIVED
OCT 7 1924

Oct 2 24

John Day Oreg

Sec'd. Sam Kozer

Sir!

I am writing to find out if we have to locate this amount of money that Mineer went away and didnt pay us for the Hardware on the Bridges between Dayville & John Day he payed us a part & but left with us paying the balance of the bill Will you please let us know what to do about this

S. Watson - Hardware

John Day Oreg

ANSWERED
H. B. G.

contract. We have advised

direct.

urs,

ghway Engineer.

ayor.

Clerk.

HBG:LM

cc. Monson-Trierweiler Co., 633 Railway Exchange Bldg., Portland, Oregon.
cc. Jas. L. Conley, Attorney, Wilcox Building, Portland, Oregon.

Statement

RECEIVED
OCT 1924

Oct 2 - 1924

M Monson & Iverson
Hardware for County bridges
To S. Watson Dr.

Statements, No 40.

Sept	1	Balance		29	10	

89-92

October 7, 1924.

...urety on the bond furnished
...tion with their contract for
...County, that we have today
...ver of John Day, Oregon, to
...ve furnished the Monson-
... contracts. We have advised
...direct.

...ars.

...ounty Engineer.

...ager,
Chief Clerk.

HDC:LK

cc. Monson-Iverson Co., 633 Railway Exchange Bldg., Portland, Oregon.
cc. Jas. L. Conley, Attorney, Wilcox Building, Portland, Oregon.

OC OC 89-92.

October 7, 1926.

New Amsterdam Casualty Company,
c/o Clemens, White & Coleman, Agents,
502 Stevens Building,
Portland, Oregon.

Gentlemen:

This letter is to advise you as surety on the bond furnished by the Monson-Trierweiler Company in connection with their contract for the construction of five bridges in Grant County, that we have today received the notice of claim of Mr. E. Watson of John Day, Oregon, it being his claim in amount $29.10 for hardware furnished the Monson-Trierweiler Company in connection with this contract. We have advised Mr. Watson to take this matter up with you direct.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Gladmyer,
Chief Clerk.

HBG:LM

cc. Monson-Trierweiler Co., 633 Railway Exchange Bldg., Portland, Oregon.
cc. Jas. L. Conley, Attorney, Wilcox Building, Portland, Oregon.

PW42

October 3, 1924

Monson-Trierweiler Company,
620 Railway Exchange Building,
Portland, Oregon.

Gentlemen:

Herewith enclosed please find copy of notice of claim of the Grant County Mercantile Company against yourselves for lumber, cement and materials furnished to you in the sum of $1817.01 in connection with your contract for the construction of five bridges on the John Day Highway in Grant County. This copy is being forwarded to you at the request of the Secretary of State.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM
Encl.

FQ-92

October 5, 1924.

New Amsterdam Casualty Company,
c/o Clemens, White & Coleman, Agents,
302 Stevens Building,
Portland, Oregon.

Gentlemen:

Herewith enclosed please find copy of notice of claim which has been filed in the office of the Secretary of State by the Grant County Mercantile Company, being their claim for lumber, cement and material furnished Monson-Trierweiler Company in amount $1,817.01 in connection with their contract for the construction of five bridges on the John Day highway in Grant County.

This copy is being mailed to you at the request of the Secretary of State as you appear as surety on the bond furnished by Monson-Trierweiler Company in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM
Encl.
cc. Jas. L. Conley, Attorney, Wilcox Building, Portland, Oregon.

PR#92

Mr. C. W. Wanzer,
Division Engineer,
The Dalles, Oregon.

October 3, 1924

Dear Sir:

In the final estimate for Unit No.2 of the Goles Bridge-Cummins Creek Section, there are included quantities for a cattle pass at station 482. Please advise as to whether or not the cost of this cattle pass should be charged to Grant County as a right-of-way consideration.

Also in this final estimate, there appears opposite several of the culvert pipe items, the notation "Approach-Paid for by Grant County", and opposite a number of the other pipe items, the notation "Paid for by Grant County". Are we to understand that these items have already been paid for in some manner by Grant County, or that they are items which we should bill the County for? Also advise us as to the nature of the installations involved which make them items chargeable to the County. The items seem to involve only the pipe, no excavation for same being included.

In your letter of August 2nd, you stated that a small amount of work remained to be done by the contractor. You will, of course, advise us as soon as that work is completed so that we can proceed to make final payment. Also advise us as to the quantities, if any, that should be added to the estimate to cover the performance of the uncompleted work referred to.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

S. H. Probert
Office Engineer

SHP:l
cc-A. A. Kirkwood
Mt. Vernon, Ore.

cc

SAM A. KOZER
SECRETARY OF STATE

C. N. GADDIS
DEPUTY SECRETARY

09-12

#676

October 3, 1924

Mr. Sam A. Kozer,
Secretary of State,
B u i l d i n g.

Dear Sir:

We have for acknowledgment your letter of the 29th ult. enclosing three copies of notice of claim which has been filed in your office by the Grant County Mercantile Company, it being their claim for cement, lumber and materials furnished to the Monson-Trierweiler Company in connection with their contract for the construction of five bridges on the John Day Highway in Grant County.

Complying with your request we are today forwarding one copy to the Monson-Trierweiler Company and the other copy to the New Amsterdam Casualty Company, surety on the bond furnished by the Contractor in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

September 29, 1924.

RECEIVED
OCT 2

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we have received from Grant County Mercantile Company, a corporation, and filed as of this date a notice of claim for lumber, cement and material furnished in the sum of $1817.01, together with interest from July 24, 1924, against the bond taken from Monson-Trierweiler Company with New Amsterdam Casualty Company as surety on the bond for building bridges on the Cole-Cummings Creek Section of the John Day Highway.

We are enclosing a copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

FILING DIVISION,

By M. J. Sears

ANSWERED
H. B. G.

B.

COPY

General Merchandise Hardware,Harness,Machinery Coal,Cement,Shingles,Lumber

GRANT COUNTY MERCANTILE CO.

Jacob Paulus and P.A.Retrum, Managers

Prompt Service, Goods of Quality
Our Stock in Trade

Prairie City, Oregon

September 27, 1924

TO THE STATE OF OREGON.

Notice is hereby given that the undersigned, Grant County Mercantile Company, a corporation under the laws of Oregon and located at Prairie City, Oregon has a claim for lumber, cement and material furnished in the sum of eighteen hundred seventeen and 01/100 (1817.01) dollars with interest from July 24, 1924, against the bond taken from Monson-Trierweiler Company with New Amsterdam Casualty Company as surity on the bond for building bridges on the Cole-Cummings Creek section of the John Day Highway.

GRANT COUNTY MERCANTILE COMPANY

By J. Paulus
President

(SEAL)

ENDORSED:

File No. 435
Filed September 29, 1924, SAM A. KOZER, Secretary of State.

September 30, 1924.

Standard Oil Company,
Walla Walla, Washington.

Attention Mr. J. P. Cryden,
District Sales Manager.

Gentlemen:

In reply to your letter of the 27th inst. regarding the Monson-Trierweiler Company's contract with the state of Oregon, will say that this contract is state Highway contract No. 676 covering the construction of five bridges over the John Day River and Cummins Creek on the John Day Highway in Grant County, Oregon.

The surety on the bond furnished by Monson-Trierweiler Company in this instance is the New Amsterdam Casualty Company, Clemens, White & Coleman, agents, 802 Stevens Building, Portland, Oregon.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

STANDARD OIL COMPANY

INCORPORATED IN CALIFORNIA

SALES DEPARTMENT

J. P. CRUDEN,
DISTRICT SALES MANAGER
H. W. McCALLUM,
ASSISTANT DISTRICT SALES MANAGER

OFFICE
FIRST NATIONAL BANK BLDG.
11 SOUTH 2ND STREET
P. O. DRAWER 56

WALLA WALLA, WASHINGTON,
September 27, 1924

SUBJECT:

Monson-Treiweiler Co.,
Prairie City, Oregon.

Oregon State Highway Commission,
Filing Division,
Salem, Oregon.

ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS, DELAYS AND OTHER CAUSES UNAVOIDABLE OR BEYOND OUR CONTROL. PRICES OFFERED SUBJECT TO CHANGE WITHOUT NOTICE.

Gentlemen:

We would appreciate it very much if you would advise this office just as soon as possible the contract number which was granted to this contractor on his contract at Prairie City, Oregon; also the bonding company who are acting as surety for them on this contract.

It has become necessary that we file a claim against this contractor's bonding company, and we need the above information in order to complete our claim.

Yours very truly,

STANDARD OIL COMPANY

By J. P. Cruden
District Sales Manager

MCS:CM
Credit

ANSWERED
H. B. Q.

#676

Monson-Treiweiler Co.
Prairie City
202 Stevens

C7-92

September 22, 1924.

Mr. Paulus E. Newell,
Attorney at Law,
Dekum Building,
Portland, Oregon.

Dear Sir:

In reply to your letter of the 18th inst. requesting information concerning Monson-Trierweiler Company, will advise as follows:

1. This firm appears as a corporation in this particular contract, Mr. William Monson as President and Frank F. Trierweiler as Secretary and Treasurer.

2. The work under this contract was completed on August 1, 1924. There has been paid to the contractors to date the sum of $52,235.75. The amount of the final voucher which has been prepared and is now out to the contractor for signature is $3,879.99. This will be placed in line for issuance of a warrant to cover as soon as returned by the contractor.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

PHONE BROADWAY 6281

18th, 1924.

Oregon State Highway Commission,

Salem, Oregon.

Gentlemen:

The writer is informed by a client that the firm of Monson, Frierwiler Company has a contract for road work at Mt. Vernon, in eastern Oregon. I desire to know the following facts concerning the contract:

#676 - Grant Co.

1. Is Monson, Frierwiler Co. a corporation or a partnership as appears by the execution of the contract, and if a partnership, the initials of the partners.

2. In what state of progress is the work which that firm is now doing, the total amount involved in the contract and the amount paid by the State to this date. Total part - #55,815.74

3. When will the probable completion and acceptance of the work be made. Completion Aug-1-1925

Thanking you for this information, I am

Yours very truly,

Paulus E Pearce

PEN:AC

Firm name is Monson-Trierweiler Company,
Corporation is under Wm. Monson, President,
Frank F. Trierweiler, Sect. & Treas.

E. NEWELL
ATTORNEY AT LAW
DEKUM BUILDING
THIRD AND WASHINGTON
STREETS
PORTLAND, OREGON

PHONE BROADWAY 6381

September 18th, 1924.

Oregon State Highway Commission,

Salem, Oregon.

Gentlemen:

The writer is informed by a client that the firm of Monson, Frierwiler Company has a contract for road work at Mt. Vernon, in eastern Oregon. I desire to know the following facts concerning the contract:

#676 - Grant Co.

1. Is Monson, Frierwiler Co. a corporation or a partnership as appears by the execution of the contract, and if a partnership, the initials of the partners.

2. In what state of progress is the work which that firm is now doing, the total amount involved in the contract and the amount paid by the State to this date.

Total Paid - #55,815.7[illegible]

3. When will the probable completion and acceptance of the work be made.

Complet[illegible]
Aug-1-192[illegible]

Thanking you for this information, I am

Yours very truly,

Paulus E Newell

PEN:AC

Firm name is Monson-Trierweiler Company,
Corporation is under Wm. Monson, President,
Frank F. Trierweiler, Sect. & Treas.

#876 - Grant County
Page 2

September 18, 1924.

Mr. Sam A. Kozer,
Secretary of State,
B u i l d i n g.

Attention Mr. H. J. Haas, Filing Division.

Dear Sir;

Receipt is acknowledged of your letter of the 15th inst. enclosing three certified copies of notice of the claim of J. H. Frank for lumber, rental and repairs furnished in the sum of $364.55 to the Monson-Trierweiler Company in connection with their contract for the construction of five bridges on the John Day Highway in Grant County, Oregon.

Complying with your request we are today forwarding one copy of this notice to the Monson-Trierweiler Company and another copy to the New Amsterdam Casualty Company, surety on the bond furnished by them in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

C. N. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

RECEIVED
SEP 17 1924
STATE HIGHWAY COMMISSION

September 15, 1924.

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we have received from Geo. H. Cattanach, Canyon City, Oregon, and filed as of this date a notice of claim by J. H. Frank for lumber, rental and repairs furnished in the sum of $364.55 against the bond taken from Monson-Trierweiler Company, New Amsterdam Casualty Company, surety, for construction of five bridges on the John Day Highway, Grant County, Oregon.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

FILING DIVISION,

By M. J. Sears

B.

To State Of Oregon, Oregon State Highway Commission.

Notice is hereby given that the undersigned, J. H. Frank, of Beech Creek, Grant County, Oregon, has a claim as follows:

Balance due on lumber furnished	$ 85.05
Rent of Tractor 103 days at agreed price of $1.50 per day	154.50
Necessary repairs to Tractor	175.00
Total	$414.55

Credit

By Cash	$ 50.00
Balance due	$364.55

against the bond taken from Monson-Trierweiler Company, New Amsterdam Casualty Company, surety, for construction of five bridges on the John Day Highway, in Grant County, Oregon.

Dated this 11th day of September, 1924.

J. H. FRANK
Claimant.

ENDORSED:

File No. 432
Filed September 15, 1924, SAM A. KOZER, Secretary of State.

B.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of Notice of Claim by J. H. Frank for lumber, rental and repairs furnished in the sum of $364.55 against the bond taken from Monson-Trierweiler Company, New Amsterdam Casualty Company, surety, for construction of five bridges on the John Day Highway, Grant County, Oregon, with the original notice of claim filed in the office of the Secretary of State on September 15, 1924, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with the endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 15th day of September, A. D. 1924.

Sam A. Kozer

Secretary of State.

By [illegible]

Deputy.

September 18, 1924.

Pacific Iron Works,
E. 29th and Clackamas Streets,
Portland, Oregon.

Gentlemen:

Receipt is acknowledged of your letter of the 16th inst. enclosing a copy of your claim against Monson-Trierweiler Company in amount $81.99 for material furnished to them in connection with their contract for the construction of five bridges on the John Day Highway in Grant County.

In reply will say that it is our understanding that the Monson-Trierweiler Company are in financial difficulties in connection with this work and that the surety company are now making an investigation and adjustment of outstanding claims. We would suggest that you file your claim with the New Amsterdam Casualty Company, Clemens, White & Coleman, 202 Stevens Building, Portland, Oregon, where it will no doubt be given due consideration. We would also suggest that you file a copy of your claim with Mr. James L. Conley, attorney for the New Amsterdam Casualty Company, whom we understand is making the investigation. Mr. Conley's address is Wilcox Building, Portland, Oregon.

According to Section 2991, Oregon Laws, in order that the surety on the bond furnished by the contractor can be held responsible and liable for claims against the contractor, it is necessary to file a notice of claim with the Secretary of State before the expiration of one year following the date of completion of the work.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

PHONE GARFIELD 0220

PACIFIC IRON WORKS

BEAMS
CHANNELS
ANGLES
PLATES
TEES

STRUCTURAL STEEL
STEEL BUILDINGS AND BRIDGES
ARCHITECTURAL STEEL
BRIDGE RODS
CASTINGS

MEMBER OF THE UNITED METAL TRADES ASSOCIATION OF THE PACIFIC COAST

OFFICE AND WORKS:
EAST 29TH AND CLACKAMAS STREETS

PORTLAND, OREGON. Sept.16,24.

Oregon State Highway Dept.,
Salem, Oregon.

ATTENTION OF STATE HIGHWAY ENGINEER.

Gentlemen:

We wish to file our claim with you against Messrs.Monson & Trierweiler, for material furnished and unpaid for, as per enclosed statement and as follows;-

For material furnished for Cole Bridge, Cummings Highway, balance of $36.91

For material furnished for one span bridge,John Days Highway near Dayville, 45.08

Total $81.99

Kindly advise us if there is anything further for us to do to substantiate our claim.

RECEIVED
SEP 17 192

Yours truly,

PACIFIC IRON WORKS.

By- A. J. Heinitz

GARFIELD 0230

PORTLAND, OREGON, Sept 15 1924.

Gordon Freerweiler

TO **PACIFIC IRON WORKS**, DR.

STRUCTURAL STEEL
STEEL BUILDINGS AND BRIDGES

MEMBER OF THE UNITED METAL TRADES ASSOCIATION OF THE PACIFIC COAST

TERMS: NET CASH
INTEREST CHARGED ON OVERDUE ACCOUNTS

OFFICE AND WORKS
EAST 28TH & CLACKAMAS STS.

1924				
May 7	Rivets	Cole-bridge Cummings Highway	3416	
June 7	do		2384	
			5800	
Aug 6	Credit		2109	
				3691
July 30	Channel Railing one span bridge John Day Highway near Dayville		4508	4508
	Balance due			8199

59-92

18, 1924.

on the bond furnished
with their contract for
on the John Day Highway.
of claim of the Pacific
nts to $81.99 and is for
any in connection with
ist of the Secretary

Engineer.

r,

ing, Portland, Oregon.

09-42

September 18, 1924.

New Amsterdam Casualty Company,
c/o Clemons, White & Coleman, Agents
202 Stevens Building,
Portland, Oregon.

Gentlemen:

This letter is to advise you as surety on the bond furnished by the Monson-Trierweiler Company in connection with their contract for the construction of five bridges in Grant County on the John Day Highway, that we have today received a copy of the notice of claim of the Pacific Iron Works of Portland, Oregon, which claim amounts to $81.99 and is for materials furnished to the Monson-Trierweiler Company in connection with this contract.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

cc. Mr. James L. Conley, Attorney, Wilcox Building, Portland, Oregon.

09-92

September 18, 1944.

New Amsterdam Casualty Company,
c/o Clemens, White & Coleman, Agents,
308 Stevens Building,
Portland, Oregon.

Gentlemen:

Herewith enclosed please find certified copy of notice of the claim of J. H. Frank against the Monson-Trierweiler Company, which claim has been filed in the office of the Secretary of State and is for lumber, rental and repairs furnished to the Monson-Trierweiler Company in amount $364.05.

This is being mailed to you at the request of the Secretary of State as you appear as surety on the bond furnished by the contractor in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

cc. Mr. James L. Conley, Attorney, Wilcox Building, Portland, Oregon.

September 18, 1924.

Monson-Trierweiler Company,
655 Railway Exchange Building,
Portland, Oregon.

Gentlemen:

Enclosed herewith please find certified copy of notice of the claim which has been filed by J. H. Frank against yourselves, it being for lumber, rental and repairs furnished you in the sum of $364.55.

This notice is being mailed to you at the request of the Secretary of State.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

Encl.

97-72

Sept. 10, 1926.

New Amsterdam Casualty Co.,
Clemens, White & Coleman, Agents,
202 Stevens Bldg.,
Portland, Oregon.

Gentlemen:

This letter is to advise you as surety on the bond furnished by the Monson-Trierweiler Company in connection with their contract for the construction of five bridges on the John Day Highway in Grant County, that we have today received from Orin L. Patterson, County Judge of Grant County, notice of a claim of the Grant County Court against Monson & Trierweiler in amount of $40.16, it being for timber furnished to the contractors on July 12, 1926, to be used in the construction of these bridges.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

K. S. Claiseyer,
Chief Clerk.

WMC:ER

CC to Jas. L. Conley,
[redacted]
Portland, Oregon.

~~#676~~ 0992 ~~Grant~~ County

Sept. 10, 1924.

Orin L. Patterson,
County Judge of Grant County,
Canyon City, Oregon.

Dear Sir;

Receipt is acknowledged of your letter of the 6th instant, enclosing your notice of claim against the Monson-Trierweiler Company in amount of $40.16, for lumber furnished to this company in connection with the construction of a bridge in Grant County.

In conformance with our usual practice in matters of this kind where claims are filed against the contractors, we are today advising the surety on the bond furnished by the Monson-Trierweiler Company of the existence of your claim. Would suggest that you also file a copy of your claim with the bonding company, and also with the Secretary of State in conformance with the terms of Section 2991 of the Oregon Laws, a mimeographed copy of which is enclosed herewith. You will note that in accordance with this law, the bonding company can be held responsible for claims against the contractor for a period of one year after the date of completion of the work by the contractor. After the expiration of the year, unless notice has been filed with the Secretary of State in conformance with this law, the surety company are automatically released from responsibility.

It is our understanding that the Monson-Trierweiler Company have quite a number of outstanding claims against them. The surety company are at the present time investigating these claims, and it is our understanding that they expect to make settlement of those which they consider legitimate. The surety furnished by Monson-Trierweiler in this instance is the New Amsterday Casualty Company, the Portland agents for whom are Clemens, White & Coleman, 202 Stevens Building, Portland, Oregon. Mr. J. L. Conley is their attorney. Would suggest that you send Mr. Conley a carbon copy of your letter as he is making a personal investigation of the claim. Mr. Conley's address is in the Wilcox Building, Portland.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By
H. B. Glaisyer,
Chief Clerk.

HBG:ER

...MMISSIONER
...RHILL, OREGON
...ROUND
COUNTY COMMISSIONER
JOHN DAY, OREGON

OFFICE

COUNTY COURT OF GRANT COUNTY

CANYON CITY, OREGON

September 6, 1924

Mr. Roy Klein,
Sec. Oregon State Highway Commission,
Portland, Oregon

Dear sir:

To enable Messrs. Monson & Trierweiler, the contractors that built the bridges on the Mt. Vernon section of the John Day Highway, to complete the Cole's bridge structure, the county supplied them with 10 pieces of fir timber, 6x16x20, at the cost of the same to the county.

We naturally supposed that this bill would have attention as soon as the same reached their office, but to date we have had no word from them, and we desire to be protected before the state makes the final payment to this firm on this structure. I trust that the State Highway Commission will be in a position to do something for us, and if we are not too late in the matter, kindly file this bill with their bondsmen, and oblige us.

Kind personal regardsm I am,

Most truly yours,

Orin L Patterson

County Judge

OFFICE

COUNTY COURT OF GRANT COUNTY

CANYON CITY, OREGON

COMMISSIONER
ERHILL, OREGON

GUND
COUNTY COMMISSIONER
JOHN DAY, OREGON

1924

September 1, 1924

Monson & Trierweiler, Bridge Contractors,
419 Railway Exchange Bldg.,
Portland, Oregon

To Grant County, Oregon, Dr.

July 12, 1924, To 7 pieces Fir timber for Cole's Bridge, 6x16x20,
Received at Bear Creek @ $23.00 per 1000 ft. $25.76

" " " To 3 pieces fir timber for Cole's bridge, 6x16x20,
received at County Lot, Canyon City, Oregon,
@ $30.00 per 1000 feet $14.40

$40.16

State of Oregon,
} ss
County of Grant.

I. Orin L. Patterson, being first duly sworn say, that I am the duly elected, qualified and acting County Judge of Grant County, Oregon, and as such had personal charge of all material owned by Grant County, Oregon and stored at what is known as the County lot or purchased by the county for delivery to the County lot. That the above statement for timbers used in the construction of Cole's bridge on the unit No. 1, of the Cole's Bridge-Cummings creek section of the John Day Highway by Monson & Trierweiler, the contractors, is true and correct, and the price charged therefor is the same price paid for these timbers at the place where the same were received: That the said timbers were by me in person delivered to Mr. Monson the manager for the said contractors or to the agent of the said Mr. Monson, and were used in the construction of the said Cole's bridge. That all of the said timbers were passed upon and approved by the bridge inspector representing the Oregon State Highway Commission. That the bill for the said bridge timbers has not been paid to Grant County, Oregon, and that there is due and owing to Grant County, Oregon, the sum of $40.16.

Orin L Patterson

Subscribed and sworn to before me this 6th day of September, 1924.

G W Heatherwick

Notary Public for Oregon

My Commission expires MY COMMISSION EXPIRES JANUARY 30, 1928

PR-92

Sept. 6, 1924.

The New Amsterdam Casualty Company,
Clemens White & Coleman, Agents,
802 Stevens Bldg.,
Portland, Oregon.

Gentlemen:

This letter is to advise you as surety on the bond furnished by the Monson-Trierweiler Company in connection with their contract for the construction of five bridges on the John Day Highway in Grant County that we have today received notice of a claim of the Illinois Steel Bridge Company against the contractors for the furnishing of steel in connection with the construction of three of these bridges. Their claim amounts to $9,729.87, which amount represents the balance due for steel furnished.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:ER

CC to J. L. Conley,
Attorney at Law,
Wilcox Bldg.,
Portland, Oregon.

29-42

Sept. 6, 1924.

The Illinois Steel Bridge Company,
C. A. Burnette, Resident Agent,
Spokane, Washington.

Dear Sir:

Receipt is acknowledged of your letter of the 4th instant, enclosing copy of your claim against the Mounsen-Trierweiler Company for steel furnished in connection with the construction of five bridges over the John Day River in Grant County.

We are today advising the surety company that this claim has been filed with us.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:EZ

STATEMENT

Illinois Steel Bridge Co.

C. A. BURNETTE, Resident Agent
HUTTON BUILDING, SPOKANE, WASH.

Designers, Contractors and Manufacturers Bridges, Steel Buildings, Metal Structures and Corrugated Galvanized Metal Culverts

#676-

SPOKANE, WASH., Aug. 28. 1924

Monson-Trierweiler Co. Inc.

Portland, Ore.

Steel for Three (3) John Day River Bridges.
Shipped Nov. 27-28, 1923.

302912 lbs. @ 7.35 per cwt.....		$22,264.00
Accumulated interest to date.....		606.44
		$22870.44
Freight allowed to Prairie City, Ore.		
302912 lbs @ $1.56½.....	$4740.57	
Recd. check 5/29/24....	3000.00	
" " 7/ 1/24.....	3000.00	
" " 8/ 2/24...	3000.00	
" " 8/ 2/24....	400.00	
Total amt. received....	$13140.57	
BALANCE DUE.....		$9729.87

SEP 3 - 1924

H. R. C.

ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS AND OTHER DELAYS BEYOND OUR CONTROL.
QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE.

E. CRABTREE, SECRETARY-TREASURER
NELSON McMURPHY, VICE-PRESIDENT
T. W. BEADLE, ASSISTANT SECRETARY
T. A. CHAPIN, GENERAL MANAGER

ILLINOIS STEEL BRIDGE CO.

C. A. BURNETTE, Resident Agent
611 HUTTON BUILDING, SPOKANE, WASH.,

JOHN ZELCH, N. W. AGENT
551 GILFILLAN BLK.
ST. PAUL, MINN.

DESIGNERS, CONTRACTORS AND MANUFACTURERS
BRIDGES, STEEL BUILDINGS, METAL STRUCTURES
AND CORRUGATED GALVANIZED METAL CULVERTS

SPOKANE, WASH., Sept. 4, 1924.

Oregon State Highway Commission

Salem, Oregon.

Gentlemen;-

We are inclosing a copy of our bill which we have filed with Monson-Trierweiler Co. Inc. also with the bonding company who was on their bond for the construction of the three 100 ft. spans for the John Day River Bridges.

This is for ypur records.

Yours very truly,

ILLINOIS STEEL BRIDGE CO.

By- C A Burnette

ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS AND OTHER DELAYS BEYOND OUR CONTROL.
QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE.

Sept. 5, 1924.

Mr. Ed Van Cy,
Cinebar, Washington.

Dear Sir:

Receipt is acknowledged of your letter of the 3rd instant, requesting that we look after your labor claim in amount of $194.47 against the Monson-Trierweiler Company in connection with the construction of a bridge in Grant County for this Department.

In reply will say that in connection with this contract as in all state highway contracts, the contractor was required to furnish the surety bond for the protection of all labor and material claims. For this reason, we are not in a position to pass upon your claim, but suggest that you file the same with the surety company who in this instance is the New Amsterdam Casualty Company, Clemens White & Coleman, Agents, 202 Stevens Bldg., Portland, Oregon. Would also suggest that you file a copy of your notice with Mr. J. L. Cenley attorney for the New Amsterdam Casualty Company. Mr. Cenley's office is in the Wilcox Bldg., Portland, Oregon.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

M. B. Glaisyer,
Chief Clerk.

HBG:ER

- Grant County.

RECEIVED
SEP 5 - 1924
OREGON

Cinebar Wash
Sept 3, 1924

State Highway Dept.
Salem Ore.

Dear Sirs
I have been working on 3 steel bridges at Mt Vernon Ore. for Monson Trierweiler Co. I understand they went broke and I have a labor bill of $194.47 due me from this job. For which I hope you will look after.

Yours truly
Ed VanDy

ANSWERED
H. B. G.

...ter of the 2nd instant,
...n-Trierweiler Company in
...ruction of five bridges

...protect yourselves, you
... State as provided in
...hich is enclosed herewith.
...er up direct with the
... bond is the New Amsterdam
...Agents, 308 Stevens Building,
... to get some settlement

... truly,

...IX,
...ay Engineer.

...yer,
Chief Clerk.

RDG:KE

#676-Grant County.

Sept. 4, 1924.

Grant County Mercantile Company,
Prairie City, Oregon.

Gentlemen;

Receipt is acknowledged of your letter of the 2nd instant, enclosing a copy of your claim against Monson-Trierweiler Company in connection with their contract for the construction of five bridges on the John Day Highway in Grant County.

In reply will say that in order to protect yourselves, you should file your claim with the Secretary of State as provided in Section 2991 of the Oregon Laws, a copy of which is enclosed herewith. We would also suggest that you take the matter up direct with the surety. In this instance, the surety on the bond is the New Amsterdam Casualty Company, Clemens-White & Coleman, Agents, 202 Stevens Building, Portland, Oregon. You will no doubt be able to get some settlement through them.

Yours very truly,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

RBG:ER

HARDWARE, HARNESS, MACHINERY COAL, CEMENT, SHINGLES, LUMBER

GRANT COUNTY MERCANTILE CO.

JACOB PAULUS and P. A. RETRUM, Managers

Prompt Service, Goods of Quality
Our Stock in Trade

PRAIRIE CITY, OREGON

Sept. 2, 1924

RECEIVED
SEP 3 1924

State Highway Commission
Salem, Oregon.

Dear Sir:

Enclosed we are mailing you a statement of the bills we are now holding against Monson-Trierweiler Company for building bridges on the John Day Highway in Grant County. We should like to know what procedure to take to protect ourselves under their bond.

Yours truly,

PAR/R

Grant County Mercantile Co.

By P. A. Retrum

ANSWERED
H B G

Portland, Oregon.

0992

...unty Mercantile Company

"THE DEPARTMENT STORE"

GENERAL MERCHANDISE
MACHINERY

HARDWARE, HARNESS
BUILDING MATERIAL

Prairie City, Oregon, Sept. 1, 1924 192__

M Monson-Tierweiler Co.

Railway Exchange Bldg.,

Portland, Oregon.

TERMS: Accounts payable monthly. 8% interest on accounts past due.

CHARLES P. HARLEY CO.—PATHFINDERS—LOS ANGELES 2003-5 REG. U.S. PAT. OFF.

DATE		CHARGES	CREDITS	BALANCE
	ACCOUNT RENDERED			
Aug. 1	General Acct.	193 11		
	Bridge Acct	1,623 90		1,817.01
	Plus interest to date of payment.			

RECEIVED
SEP 3 - 1924

Portland, Oregon.

...y on the bond furnished
...ith the construction
...y Highway, that we have
... County Mercantile Company
...ierweiler, totalling

...ntile Company to take

...

...ineer.

0992

Sept. 4, 1924.

New Amsterdam Casualty Company,
Clemens-White & Coleman, Agents,
802 Stevens Bldg.,
Portland, Oregon.

Gentlemen:

This letter is to advise you as surety on the bond furnished by Monsen-Trierweiler Company in connection with the construction of five bridges in Grant County on the John Day Highway, that we have today received notice of a claim of the Grant County Mercantile Company of Prairie City, Oregon against the Monsen-Trierweiler, totalling $1,817.01.

We have written the Grant County Mercantile Company to take this matter up with your direct.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. S. Glaisyer,
Chief Clerk.

HSG:ER

CC to J. L. Copley,
Attorney,
Wilcox Bldg.,
Portland, Oregon.

PQ-92

Sept. 4, 1924.

Mr. Geo. H. Cattanach,
Canyon City, Oregon.

Dear Sir:

In reply to your letter of the 2nd instant, requesting the [redacted] surety on the bond furnished by Monson-Trierweiler Company in connection with their contract for the construction of five bridges on the John Day Highway in Grant County, will say that this surety is the New Amsterdam Casualty Company, Clemens, White & Coleman Agents, 202 Stevens Building, Portland, Oregon.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:MR

LAW OFFICE OF
GEO. H. CATTANACH
CANYON CITY, OREGON

September 2nd, 1924.

RECEIVED
SEP 4 - 1924
COMMISSION

Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Will you please give me the name of the surety on the bond of Munson & Trierweiller, bridge contractors on the Cummings Creek-Coles Bridge section of the John Day Highway in this county.

Very truly yours,

G H Cattanach

GHC/BA

676

New Amsterdam Casualty Co.
Clemens White & Clemens
317 Stevens Bldg Portland

ANSWERED
9-4-24

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No. .....

POST OFFICE BUILDING,
PORTLAND, OREG.

August 29, 1924.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The modified project agreement and certificate have been executed covering Oregon Federal Aid project #92, Coles Bridge-Cummins Creek section of the John Day Highway. We enclose an original copy each of the agreement and certificate for your files.

Yours very truly,

C H Purcell

C H. Purcell,
District Engineer.

Oregon Federal Aid Project No. 92.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on August 6, 1923, by the State Highway Commission of Oregon, and on October 8, 1923, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 92; and

WHEREAS, the said State Highway Commission of Oregon has requested that the Federal funds approved and set aside to the credit of said project be increased from $60,000.00 to $137,245.46, which is 61.13673 per cent of the total estimated cost thereof;

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the said project agreement be amended as follows;

The third "Whereas" paragraph shall read;

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates and the sum of one hundred thirty-seven thousand, two hundred forty-five and 46/100 dollars ($137,245.46) as the share of the United States payable under said act on account of said project, which does not exceed 61.13673 per cent of the total estimated cost thereof."

Article IV shall read;

> "Article IV. The United States prorata share of the cost of said project shall not in any event exceed (a) the said sum of one hundred thirty-seven thousand, two hundred forty-five and 46/100 dollars ($137,245.46), certified to the Secretary of the Treasury as above mentioned, being 61.13673 per cent of two hundred twenty-four thousand, four hundred eighty-nine and 37/100 dollars, the approved total estimated cost of said project, nor (b) the said per centum of the value of the labor and materials which shall have been actually put into the construction of said project in conformity to said plans and specifications."

Oregon Legacy

Except as herein specifically modified the said project agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon on the 26th day of June, 1924, and the Secretary of Agriculture on the 17th day of July, 1924.

STATE HIGHWAY COMMISSION OF OREGON

By C W Duby
Chairman, State Highway Commission

By I H Brandbrugh
Member, State Highway Commission

By Jay H Upham
Member, State Highway Commission

Howard M. Gore.
Acting Secretary of Agriculture

MB

of Approval of Plans, Specifications and
October 1923, to cover Oregon Federal Aid Project
No. 2).

. PR. 8

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(*Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, as amended by "An Act making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," approved February 28, 1919, and by "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," approved November 9, 1921 (42 Stat., 212).*)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between survey station 0+00 near Coles Bridge 1½ miles east of Mt. Vernon and survey station 748+50 near Cummings Creek about 15 miles east of Dayville in Grant County,

locally known as the Cummings Creek-Coles Bridge Section of the John Day Highway, Grant County, and designated in the records of this Department as Project No. 92, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $224,489.37 in addition to the $60,000 approved by Certificate of Oct. 8, 1923 as the total estimated cost of said project, and the sum of $77,245.46/ as the share of the United States, payable under said acts on account of such project, which does not exceed 61.1347 per cent of said total estimated cost.

Done in the District of Columbia, this 24th day of July one thousand nine hundred and Twenty-four, as witness my hand and the seal of the Department of Agriculture.

Howard M. Gore
ACTING *Secretary of Agriculture.*

GOVERNMENT PRINTING OFFICE 8—4870

9992

August 26, 1924.

Bauers & Bauers,
Dayton, Washington.

Gentlemen:

Your request for an extension of time on contract No. 668, forthe construction of Unit No. 2, Coles Bridge-Cummins Creek Section of the John Day Highway in Grant County, was considered at the meeting of the Commission on July 29th and the following action was taken:

"Bauers & Bauers, contract No. 668, Unit No. 2, Coles Bridge-Cummins Creek Section of the John Day Highway, grading and surfacing, requested an extension of time of thirty days to July 31, 1924. The Engineer reported that the delays on the project had been unavoidable and recommended that the extension requested be granted without penalty. Recommendation approved by the Commission."

Very truly yours,

State Highway Engineer.

LM

#667-12-07-1

09-92

Aug. 11, 1924.

Sam K. Kozer,
Secretary of State,
B u i l d i n g.

Attention M. J. Haas

Dear Sir:

Receipt is acknowledged of your letter of the 9th instant, enclosing three certified copies of a notice of a claim which has been filed in your office by Earl B. Moore, an attorney of John Day, Oregon, it being the claim of Mr. Roland Lemons, for a balance due for grading in connection with the Coles Bridge-Cummins Creek Section of the John Day Highway, totalling the sum of $1,249.56.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:ER

Enclosures

SAM A. KOZER
SECRETARY OF STATE

C. N. LAUGHRIGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

August 8, 1924.

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we have received from Mr. Earl B. Moore, Atty., John Day, Oregon, and filed as of this date a notice of claim by Roland Lemons for balance due for work done in grading on the Coles-Bridge-Cummings-Creek Section of the John Day Highway in Grant County, Oregon, in the sum of $1349.56 against the bond taken from Bauers & Bauers, contractors, as principals and the Aetna Casualty and Surety Company, a corporation of Hartford, Connecticut, as surety.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principals in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

FILING DIVISION,

By M. J. Haas

B.

ANSWERED
H. B. G.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

TO THE STATE OF OREGON

TO THE SECRETARY OF STATE OF THE STATE OF OREGON;

I, SAM A. KOZER, Secretary of State of the State of Oregon, and custodian of the seal of said State, do hereby certify

NOTICE IS HEREBY GIVEN; That the undersigned, Roland Lemons of Mt. Vernon, Grant County, Oregon has a claim for a balance due for work done in grading on the Coles-Bridge--Cummings-Creek Section of the John Day Highway in Grant County, Oregon. said work being done for Bauers and Bauers, the original contractors thereon, by the said Roland Lemons and the said balance due being a bonus of 5 cents per yard for moving a total of 26,991.2 yards in advance of the gravelling then being done on said Section and said claim being 5 cents per yard for 26,991.2 yards or the total sum of $1349.56, against the bond taken from the said Bauers and Bauers, the contractors, as principals and the Aetna Casaulty and Surety Company, a Corporation of Hartford, Connecticut, as surety on such bond, for the work of said Bauers and Bauers upon the Coles-Bridge--Cummings Creek Section of the John Day Highway.

ROLAND LEMONS

State of Oregon

County of Grant, ss

I, Roland Lemons being first duly sworn, on oath say;

That Imam the Claimant named in the foregoing Notice of Claim, and that the same is true as I verily believe.

ROLAND LEMONS

Subscribed and sworn to before me this 5th day of August, 1924

(Seal) Earl B. Moore

My Commission Expires July 29, 1927 Notary Public for Oregon.

ENDORSED:

File No. 429
Notice of Claim of Roland Lemons against Bauers & Bauers and their sureties thereon.

Filed Aug. 8, 1924, SAM A. KOZER, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of Notice of Claim of Roland Lemons for balance due for work done in grading on the Coles-Bridge-Cummings-Creek Section of the John Day Highway in Grant County, Oregon, in the sum of $1349.56 against the bond taken from Bauers and Bauers, contractors, as principals and the Aetna Casaulty and Surety Company, a corporation of Hartford, Connecticut, as surety, with the original Notice of Claim filed in the office of the Secretary of State on August 8, 1924, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with the endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 8th day of August, A. D. 1924.

Secretary of State.

By _____

Deputy.

(29.92

Aug. 11, 1924.

Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Bldg.,
Portland, Oregon.

Gentlemen:

Enclosed herewith please find a certified copy of a notice of a claim which has been filed in the office of the Secretary of State by Earl B. Moore, an attorney of John Day, Oregon, for Roland Lemons, it being his claim for a bonus of five cents per yard for grading prior to gravelling on the Coles Bridge-Cummins Creek Section, totalling the sum of $1,349.80. This notice is being mailed to you at the request of the Secretary of State, as you appear as surety on the bond furnished by Bauers & Bauers in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:ER

Enclosure

PG-92

Aug. 11, 1924.

Bauers & Bauers,
Dayton, Washington.

Gentlemen:

This letter is to advise you that we have today received a notice from Mr. Earl B. Merre, an attorney at John Day, Oregon, of a notice of a claim which has been filed by him in the Secretary of State's office, it being the claim of Roland Lemons against yourself in the amount of $1,349.56, which represents a bonus of five cents per yard for moving a total of 26,991.2 yards of excavation in advance of the gravel in connection with the construction of the Caleo Bridge-Cummins Creek Section.

We enclose herewith a certified copy of this claim which has been filed in the office of the Secretary of State, and which we are forwarding to you at the request of the Secretary of State.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:ER

Enclosure

... C - #667-15 Cor 7-1 (29-92

Aug. 11th, 1924.

Mr. Earl B. Moore,
Lawyer,
John Day, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of the 6th instant, enclosing a certified copy of a notice of claim of Mr. Roland Lemons against Bauers & Bauers, totalling $1,349.56, it being for a bonus of five cents per yard for hauling gravel for Bauers & Bauers in connection with the construction of the Coles Bridge-Cummins Creek Section of the John Day Highway.

Complying with our usual custom in matters of this kind, we are today calling the matter to the attention of Bauers & Bauers and the Aetna Casualty & Surety Company, surety on the bond furnished by them in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. A. Glaisyer,
Chief Clerk.

HAG:ER

Earl B. Moore
LAWYER
Grant County
JOHN DAY, OREGON

August 6,th,1924

RECEIVED
AUG 8 1924
STATE HIGHWAY

The State Highway Commission
Salem,Oregon.

Dear sirs;

I am enclosing you a certified copy of the claim against Bauers and Bauers contractors on the Coles--Brigge--Cummings Creek Section of the John Day Highway in Grant County, in favor of one Roland Lemons. As you will note I have filed the claim with the Secretary of State.

Very truly yours,

Earl B. Moore
Atty for Roland Lemons.

ANSWERED
H. B. G.

TO THE STATE OF OREGON

TO THE SERRETARY OF STATE OF THE STATE OF ORNGON;

NOTICE IS HEREBY GIVEN; That the undersigned, Roland Lemons of Mt.Vernon, Grant County,Oregon has a claim for a balance due for work done in grading on the Coles-Bridge--Cummings-Creek Section of the John Day Highway in Grant County,Oregon. said work being done for Bauers and Bauers, the original contractors thereon, by the said Roland Lemons and the said balance due being a bonus of 5 cents per yard for moving a total of 26,991.2 yards in advance of the gravelling then being done on said Section and said claim being 5 cents per yard for 26,991.2 yards or the total sum of $1349.56, against the bond taken from the said Bauers and Bauers, the contractors, as principals and the Aetna Casaulty and Surety Company, a Corporation of Hartford,Connecticut, as surety on such bond, for the work of said Bauers and Bauers upon the Coles-Bridge--Cummings Creek Section of the John Day Highway.

signed Roland Lemons

State of Oregon

County of Grant,ss

I, Roland Lemons being first duly sworn, on oath say; That I am the Claimant named in the foregoing Notice of Claim, and that the same is true as I verily believe.

signed Roland Lemons

Subscribed and sworn to before m e this 5th day of August,1924

signed Earl B. Moore

Notarial Seal

Notary Public for Oregon.

State of Oregon

County of Grant,ss

I, Earl B. Moore, do hereby certify that I am attorney for the within claimant and that I have compared the foregoing copy of Notice of Claim with the original now filed in the office of the Secretary of State for the State of Oregon, and that it is a full, true and correct copy of such original Notice of Claim and of the whole thereof.

Earl B Moore

1942

August 4th, 1924.

Mr. Otis Patterson,
Canyon City, Oregon.

Dear Sir:

We wish to acknowledge receipt of your letter of the 1st instant, in which you state that the Monson-Trierweiler Company had settled the claim with M. B. Harper of Beech Creek, Oregon, in amount of $176.63. We are today correcting our records in this respect.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By _____

H. E. Glaisyer,
Chief Clerk.

HEG:ER

CC to the Monson-Trierweiler Co.

Otis Patterson,
Lawyer,
Canyon City, Or.

August 1, 1924.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

In re claim of M. B. Harper, Beech Creek, Oregon, in the sum of $176.63, against Monson-Trierweiler Company.

This is to inform you that the above claim has been paid in full, said payment being made on or about June 27, 1924.

Very truly yours,

Otis Patterson,

By E Pounce
Clerk.

EP

H. B.

Form No. 39—22292—6M—8-28

P992

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

NOTED
L.A.K.

Date July 26, 1928

Job Name Grading & Surfacing — Lakes Bridge - Cummings Cr.
Highway John Day — Unit No 2.
County Grant — Job Prefix 12PF-1

Week from July 19 to 26
Mail Address Mt Vernon
Telegraph or Telephone Address "
Express and Freight Address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

105 Cu. Yds of Maintenance Material was hauled from the Bunker and piled this week, also some filler was placed on the Lower end of the Unit and sprinkled.

We sent the Final Estimate with all records to The Dalles on the 25th.

There is still some Rip Rap to be placed about Sta. 743, also a few bolts to be put in the sway braces at the Moon Cr. Bridge

It has been fairly hot all week.

NOTED
- W. WAGNER

(See back of this sheet for instructions and detailed information.)

Signed A. A. Bischwood

Title Res. Engr

GRADING CONSTRUCTION

Total miles of grading on project 11.28

Miles completed 11.28

Miles completed except finishing 0.0

Miles covered by contractor's forces 0.0

Miles cross-sectioned 11.28

Miles cross-sections completed and checked 11.28

Miles to be remeasured

Number men in Engineering Party 3

Contractor's average force for week ..... men,
..... teams, ... steam shovels

Grading work will be completed about

ROCK OR GRAVEL SURFACING

Total miles surfacing on project 11.28

Miles completed 11.28

Miles partially done

Average daily yardage placed this week

Average daily yardage necessary to complete on time

Contractor's average force for week ..... men,
..... teams, ... trucks

Percentage of total required yardage now in place

Surfacing will be completed about

Number men in Engineering Party 3

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project

Miles paving completed

Average daily sq. yds. this week

Miles shoulders completed both sides

Contractor's average force for week ..... men,
..... teams, ... trucks

Percentage of total required yardage now in place

Job will be completed about

Number men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job 12 PF-1 Percentage 35

Other jobs 12 D.D. Percentage 50

Other jobs 12 M.C. Percentage 5

Other jobs 12 M.H. Percentage 5

12 M.F. 5

July 24, 1924.

Mr. A. L. Black,
Mt. Vernon, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of the 22d inst., advising us of your claim against Bauers & Bauers, in amount $169.70 with interest. In reply, will say that we are sorry we can do nothing for you in the matter of collection of this claim. However, as is our usual custom, we are today advising the contractor and the surety on the bond furnished by them of its existence.

In the event that you do not secure satisfaction either from the contractor or the surety company, you still have recourse to action in the courts as provided in section 8991 of the Oregon laws.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

HBG:HI

A. L. BLACK

— Dealer in —

GENERAL MERCHANDISE

Farmers' and Stockmen's Supplies

Mt. Vernon, Ore., July 22/1924

State Highway Commission.
Salem, Oregon.

RECEIVED
JUL 24 1924
OREGON
STATE HIGHWAY COMMISSION

Dear Sirs:

We Have an Account against Weaver and Weaver, Sub Contractors for Bauers and Bauers on the Coles Bridge and Cummings Creek Section of the John Day Highway, for the Sum of $169.70 with interest to date from December, making a Total Sum of $177.03

Will you please see that this account is Paid before closing Bowers and Bauers, their final Settlement.

Yours Very Truly
A. L. Black.
by S.H.

P. S. If an Itemized Bill is required Please advise.

0992

July 24, 1924.

Bates, Lively & Pearson, Agents,
The Aetna Casualty & Surety Company,
Yeon Building,
Portland, Oregon.

Gentlemen:

This letter is to advise you as surety on the bond furnished by the contractors, Bauers & Bauers, in connection with their contract for the construction of the Coles Bridge-Cummins Creek Section, that we have today received notice from A. L. Black, dealer in general merchandise, Mt. Vernon, Oregon, to the effect that he has a claim against the contractors, in amount $169.70, plus interest from December.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

HBG:HI

OREGON STATE HIGHWAY DEPARTMENT — PROJECT NO. 38

Celes Bridge - Cummins Creek Section of the John Day Highway in Grant County.

(Estimate as basis for project agreement. Based on contract prices ~~among John Day River Bridges~~)

14.08 Mi. — Salem, Oregon, April '38.

All Required		Clearing and Grubbing			$ 500.00
115,500	Cu. Yds.	Common Excavation	.40		46,200.00
22,000	" "	Intermediate Excavation	.56		12,320.00
13,700	" "	Solid Rock Excavation	1.40		19,180.00
65,000	Sta. Yds.	Overhaul	.05		3,250.00
1,500	Lin. Ft.	12" Corr. Galv. Iron Pipe	1.40		2,100.00
1,400	" "	18" Corr. Galv. Iron Pipe	2.50		3,500.00
560	" "	24" " " " "	3.50		1,960.00
670	" "	30" " " " "	7.00		4,690.00
20	Cu. Yds.	Class "B" Concrete	34.00		680.00
190	" "	Class "C" Concrete	32.00		6,080.00
25	" "	Cement Rubble Masonry	14.00		350.00
200	" "	Rip Rap	3.25		650.00
114	M-FBM	Lumber and Timber	70.00		7,980.00
1,900	Lin. Ft.	Timber Piling	.90		1,710.00
11,000	Cu. Yds.	Crushed Gravel Surfacing, Top Course	2.00		22,000.00
11,000	" "	Crushed Gravel Surfacing, Base Course	1.90		20,900.00
1,000	" "	Filler	.40		400.00
		Sub-total for Grad. & Surf.			$ 183,650.00
Bridge #987-Sta. 3+00					
13	Cu. Yds.	Class "A" Concrete	28.00		364.00
82	" "	Class "B" Concrete	28.00		2,296.00
3,000	Lbs.	Metal Reinforcement	.10		300.00
90,000	"	Structural Steel	.109		9,810.00
800	Lin. Ft.	Piling	.30		240.00
16	M-FBM	Lumber	63.00		1,008.00
80	Lin. Ft.	Trestle Superstructure	17.25		1,380.00
190	Cu. Yds.	Excavation	3.00		570.00
20	" "	Excavation below plans	5.00		100.00
Bridge #988, Sta. 173					
13	Cu. Yds.	Class "A" Concrete	28.00		364.00
67	" "	Class "B" Concrete	28.00		1,876.00
2,500	Lbs.	Metal Reinforcement	.10		250.00
90,000	"	Structural Steel	.109		9,810.00
2,300	Lin. Ft.	Piling	.30		690.00
18	M-FBM	Lumber	63.00		1,134.00
210	Lin. Ft.	Superstructure	17.25		3,622.50
210	Cu. Yds.	Excavation	3.00		630.00
20	" "	Excavation below plans	5.00		100.00

Bridge 982 - Sta. 487				
14	Cu. Yds.	Class "A" Concrete	25.00	350.00
66	" "	Class "B" Concrete	20.00	1,320.00
2,000	Lbs.	Metal Reinforcement	.10	200.00
90,000	"	Structural Steel	.105	9,450.00
1,500	Lin. Ft.	Piling	.30	450.00
16	M-FBM	Lumber	65.00	1,040.00
95	Lin. Ft.	Trestle Superstructure	17.25	1,638.75
150	Cu. Yds.	Excavation	3.00	450.00
20	" "	Excav. below plane	5.00	100.00

Sub-total for Bridges $ 50,431.35

Sub-total for Project 204,061.35

10% Engr. & Cont. 20,428.12

Total $ 224,489.57

Length of Project 14.06 Miles

Cost per mile including Bridges $15,963.64

Cost per mile not including Bridges $12,005.90

State Funds Available $164,489.57

Federal Aid Requested $ 60,000.00 (26.72722%)

$224,489.57

Federal Aid Recommended

RJ-92

July 24, 1934.

Mr. H. B. Moore,
Attorney at Law,
John Day, Oregon.

Dear Sir:

We wish to acknowledge receipt of your letter of the 20th inst. regarding notice of claim of Roland Lemons against Bauers & Bauers, which notice you mailed to us a short time ago.

In reply will say that the course that we took in connection with the matter is the uniform practice of this department. Upon receipt of notice of claim against any contractor whether supported by affidavit or otherwise, we immediately call the matter to the attention of the contractor and also the surety on the bond furnished by him. We believe in this manner the interests of all parties concerned are best protected. Under the circumstances we do not believe that it is necessary for us to make any explanation to the surety company.

We trust this will answer your question.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Olsinger,
Chief Clerk.

HBO:LM

Earl B. Moore
LAWYER
Grant County
JOHN DAY, OREGON

July ~~30~~, 1924.

RECEIVED
JUL 23 1924
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission,
Salem, Oregon

Gentlemen:

A short time ago I sent you an affidavit as the basis of a claim in favor of Roland Lemons, of Mt. Vernon, Oregon, against Bauers & Bauers. This affidavit was intended merely to get a copy of the bond and I later intended to file a formal claim with the Highway Commission, but did not intend this first affidavit to be such a filing.

I notice that the Highway Commission notified the bondsmen of Bauer & Bauer and they have taken up the matter with us.

I do not wish to file a formal claim at present, but may do so any day. I wish you informed the bonding company the conditions under which the affidavit was sent, and I regret very much that I did not explain more fully as to the object of the affidavit, but it has always been my custom in making a request for copy of bond, to put the claimant under oath as to his claim.

I am sending a copy of this letter to Bauer & Bauer, for their information.

I do not wish this to prejudice our claim in any way and I will feel at liberty to send a claim tomorrow if we so desire.

Very truly yours,
E. B. Moore

EBM:EP

Copy mailed Bauer & Bauer for their information.

#676 - John A. Thomas 992

Canyon City, Oregon. July 16, 1924.

Clemens, White & Coleman,
202 Stevens Building,
Portland, Oregon.

RECEIVED
JUL 18 1924
OR. STATE HIGHWAY COMMISSION

Dear Sirs:

As the agents of the New Amsterdam Casualty Co. of New York who are surety on the bond of Monsen-Trierweiler Co., contractors on the John Day Highway, building bridges near Mt. Vernon, Oregon, I wish to inform you that this Company owes me as follows:

To use of Tractor from April 23, 1924, $1.50 per day, to July 16,	106.50
To damage done to tractor, actual cost for repairs necessary,	150.00
To Balance due on 33,060 Bd Ft of pine lumber,	86.00
To Balance due on 11,071 Bd Ft of fir lumber,	
	342.50

I have asked Mr. John Monson, who is in charge of the construction work here, for a settlement without results, so am writing you to protect my interests in this matter.

I am sending copies of this letter and statement to The State Highway Commission and to Mr. John Monson, Mt. Vernon, Oregon.

I am

Very truly yours,

J H Trunk

#6X-1254-1 A892

June 30, 1924.

Mr. Earl B. Moore,
Lawyer,
John Day, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of the 27th inst. enclosing the affidavit of Roland Lemons disclosing his claim against Beuers & Beuers for labor performed in connection with Beuers & Beuers contract for the construction of the Mt. Vernon-Dayville Section of the John Day Highway.

Complying with your request therein we are mailing to you herewith copies of the above mentioned contents. We are also advising the Aetna Casualty & Surety Company, surety on the bond furnished by Beuers & Beuers, of the existence of the claim of Mr. Lemons.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

Earl B. Moore
LAWYER
Grant County
JOHN DAY, OREGON

June 27,1924

State Highway Commiwsion
Salem,Oregon.

Dear sirs;

I am enclosing you an affidavit of Roland Lemons showing him to have a bonafide claim against Bauers and Bauers, contractors on the Mt. Vernon-Dayville unit of the John Day Highway, for labor performed on a sub-contract

Please send us a copy of the bond given by said Bauers and Bauers. We desire the same in pressing our claim as stated in the affidavit.

Very truly yours.

Earl B. Moore
atty for Roland Lemons

ANSWERED
H. B. G

June 24 192 4

M Bauss v Bauss

To Roland Lemons Dr.

Terms

Billheads. No 60.

June	24	To bonus of 5¢ per cubic yard for 26991.2 yards of common moved per terms of contract which allows for 5¢ bonus on common moved by certain time	1349 56

y sworn, on oath say;
he attached claim against
part of this affidavit,
that there are no just
noted on the bill, and that
n said contracting firm
9.56. That said work
sub-contractor under
ve a just and lawful
rction for said firm
construction of the
n Mt. Vernon, Oregon and d

Roland Lemons.

this 26.th day of June, 1924

Emil B Olson

N.P. for Oregon

State of Oregon
County of Grant,ss

I, Roland Lemons, being first duly sworn, on oath say;

That I am the claimant named in the attached claim against Bauers and Bauers, which is made a part of this affidavit, That no part thereof has been paid; that there are no just counterclaims to the same except as noted on the bill, and that there is now due and owingto me from said contracting firm of Bauers and Bauers the sumof $1349.56. That said work and labor performed was done so as a sub-contractor under said contracting firm, and that I have a just and lawful claim against said firm and the sureties for said firm in the matter of their contract for construction of the John Day Highway on the unit between Mt. Vernon, Oregon and Dayville, Oregon.

Roland Lemons.

Subscribed and sworn to before me this 26,th day of June,1924.

Lee B Moore

N.P.for Oregon

My Commission Expires July [illegible]

AG-12

June 30, 1924.

Aetna Casualty & Surety Company,
c/o Bates, Livsly & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

This letter is to advise you as surety on the bond furnished by Bauers & Bauers on their contract for the construction of Units 1 and 2 of the Cummins Creek-Coles Bridge Section of the John Day Highway, that we have today received notice of the claim of Roland Lemons in the amount of $1,349.56 being his claim for work performed as sub-contractor under Bauers & Bauers.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

P.Q.-92

June 4, 1924.

Mr. A. A. Kirkwood,
Resident Engineer,
Mt. Vernon, Oregon.

Dear Sir:

We are enclosing herewith a letter from Mr. Errett Hicks, an attorney of Canyon City, requesting maps showing the parcels of right-of-way to be acquired from certain owners along the John Day Highway in Grant County, these maps to be used apparently in the defense of condemnation proceedings.

Not having had traced maps showing the information requested, we have undertaken to prepare tracings from the maps that we have in the office, together with the descriptions which are quoted in Mr. Hicks' letter, which descriptions we take it are the descriptions under which the rights-of-way are being condemned by the County. In preparing these maps we find a number of discrepancies between the location maps and the descriptions quoted by Mr. Hicks, some of which discrepancies seem to indicate errors in the descriptions which should be corrected before the condemnation action comes up for hearing. We find, also, that we do not have sufficient information as to the locations of the property lines to prepare accurate maps of the rights-of-way to be acquired.

In view of these conditions, we are sending to you, under separate cover, the tracing and a number of blue print copies of same, and we ask that you check same over and make such corrections and additions as you may find necessary, and that after the corrections and additions are completed you supply Mr. Hicks with copies as requested in his letter.

Upon one set of the blue prints, we have indicated the discrepancies which we have noted between the location maps and the descriptions given by Mr. Hicks. In case you find that the descriptions are in error in any respect, we suggest that these erros be called to the attention of the proper county officials so that they will be corrected before the matter comes into Court.

Along with the information which we are sending you are blue print copies of the sketch map requested by Mr. Hicks. If this sketch map does not check the actual location across the properties involved, the print which is to be turned over to Mr. Hicks should be corrected in that respect.

Please let this matter have your immediate attention as we take it from Mr. Hicks' letter that only a few days of time remains before the case comes into court.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

SHP:TW

cc C. W. Wanser, Division Engineer, The Dalles

June 4th, 1924

Mr. Errett Hicks,
Canyon City, Oregon.

Dear Sir:

Reference is made to your letter of May 28th, requesting blue prints showing the John Day Highway as it passes through certain properties in Grant County.

Not having traced maps showing the information which you desire, we have had to prepare tracings, and so doing, we find that we do not have in this office complete information as to the exact position of the property lines of the properties concerned, and that it will be necessary for us to refer these tracings and blue print copies to our Resident Engineer, Mr. A. A. Kirkwood at Mt. Vernon for his inspection and for the addition of such information as we do not have in Salem. We are instructing Mr. Kirkwood to furnish you with copies of the maps as soon as he has them completed.

We regret that the arrangement as above outlined is necessary and we trust that the resultant delay will not inconvenience you.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

SHP:TW
cc C. W. Hamer, Division Engineer, The Dalles
cc A. A. Kirkwood, Resident Engineer, Mt. Vernon

Errett Hicks
Lawyer
Canyon City, Oregon

May 28th, 1924.

Mr. Roy A. Cline,
Secretary Oregon-State Highway Commission,
Salem, Oregon.

Dear Sir:

I would like to obtain a blue print of the John Day Highway as it passes through the land of Sarah A. Moore, W. O. Cummings, R. E. Cummings and Hattie Cummings, in this County.

Condemnation actions are pending against each of these parties and each of these actions must be tried out. I want the blue prints for the purpose of the trial. I am informed that your office also keeps and has of record what is called a vicinity map and if it is possible for me to do so I would like to have a copy or blue print of this map. It will be necessary in order to be of use, that the blue prints or copies I am calling for should be separate, though the lands of the four owners adjoin, one to the other, and you may remember something of the vicinity of which I am speaking.

In order that you may know just what I want, I will give you a description from each complaint of the land sought to be condemned and by reference to your records you can readily identify what I want.

In the action of J. C. Moore the description is as follows:

A strip of land 80 feet wide, being 40 feet on either side of the center line of said Highway as surveyed and staked by the Engineers of the State Highway Commission over and across the SW¼ of Sec. 13, and the S½ of Sec. 14, Tp. 13 S., R. 28 E., W. M., described as follows: Beginning at station 609+60 of the said John Day Highway survey, which station is 1712 feet north of the quarter corner which is common to Sections 13 and 24, Tp. 13 S., R. 28 E., W. M., thence running in a westerly direction 7935 feet to station 696+92 of said survey, which station is 1118 feet north of the section corner common to Sections 14, 15, 22 and 23, Tp. 13 S., R. 28 E., W. M., said tract containing 14.60 acres.

In the action of W. O. Cummings, the description is as follows:

A strip of land 80 feet wide being 40 feet on each side of the center line of said Highway as surveyed and staked out by the engineers of the State Highway Commission over and across the SW¼

Errett Hicks
Lawyer
Canyon City, Oregon

of SE¼ and part of the SW¼ of SE¼ of Sec. 15, Tp. 13 S., R. 28 E., W. M., described as follows: Beginning at Station 696+92 of the John Day Highway survey, which station is approximately 1118 feet north of the section corner which is common to Sections 14, 15 22 and 23, Tp. 13 S., R. 28 E., W. M.; thence running in a westerly direction approximately 1908 feet to station 716+00 of said survey, which station is approximately 1880 feet west and 1320 feet north of the section corner which is common to Sections 14, 15, 22 and 23, Tp. 13 S., R. 28 E., W. M., said parcel of land containing 3.5 acres. Also a strip of land 80 feet wide being 40 feet on each side of the center line of the said highway as so surveyed and staked, over and across the NE¼ of SW¼ of Sec. 15, Tp. 13 S., R. 28 E., W. M., described as follows: Beginning at station 728+42 of the said John Day Highway survey, which station is 1710 feet north of the quarter corner common to Sections 15 and 22, Tp. 13 S., R. 28 E., W. M., thence running in a northwesterly direction 1084 feet to station 739+36.26 of said survey, which said station is 1325 feet east and 2300 feet north of the section corner common to Sections 15, 16, 21 and 22, Tp. 13 S., R. 28 E., W. M., containing 1.99 acres.

In the action against R. E. Cummings, the description is as follows:

A strip of land 80 feet wide, being 40 feet on each side of the center line of said road, as surveyed over and across the NW¼ of SE¼ of Sec. 15, Tp. 13 S., R. 28 E., W. M., and more particularly described as follows: Beginning at station 716+08 of the John Day highway survey, which station is approximately 1320 feet north and 800 feet east of the quarter section corner which is common to Sections 15 and 22, Tp. 13 S., R. 28 E., W. M., thence running in a northwesterly direction approximately 1234 feet to station 728+42, of the said survey, which station is approximately 1710 feet north of the quarter section corner, which is common to Sections 15 and 22, Tp. 13 S., R. 28 E., W. M., the said parcel of land containing 2.26 acres.

In the action against Hattie Cummings, the description is as follows:

A strip of land 80 feet wide, being 40 feet on either side of the center line of said Highway as surveyed and staked by the Engineers of the State Highway Commission, over and across the said NW¼ of SW¼ of Sec. 15, Tp. 13 S., R. 28 E., W. M., described as follows: Beginning at station 739+26 of the John Day Highway survey, which station is 1325 feet east and 340 feet south of the quarter corner which is common to Sec. 15 and 16, Tp. 13 S., R.

Errett Hicks
Lawyer
Canyon City, Oregon

R.A.C.#3

28 E., W. M.; thence running in a westerly direction 924 feet to station 748 + 50 of said survey, which station is 430 feet east and 212 feet south of the quarter corner which is common to Sections 15 and 16, Tp. 13 S., R. 28 E., W. M., said right-of-way containing 1.70 acres.

I will say to you that I represent the defendants in the several actions and represent all of them.

Any fees or charges required by law or the regulations of your office for these copies I will remit on receipt of bill from you and will you please remember that if you have the vicinity map, I would like to have this if I can get it, as well as a blue print of the Highway as laid through the lands.

Will you please give this matter prompt attention for I will need next week what I am calling for.

Yours truly,

CONTRACT #667,
668, 676,

PR 92 Cummins Cr.-Coles Bridge 1923

667, 668, 676 Folder # 1

CONTRACT #667,
668, 676,

PR 92 Cummins Cr.-Coles Bridge 1923

667, 668, 676 Folder # 1

#676

Grant County

May 19, 1924.

Mr. Otis Patterson,
Lawyer,
Canyon City, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of the 15th inst. advising us that you were proceeding in the matter of collecting the amount of the claim of M. B. Harper of Beech Creek, of $178.63 against the Monson-Trierweiler Company.

This letter is being placed on file. We enclose herewith mimeographed copy of Section 2991 for your information.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Gleisner,
Chief Clerk.

HBG:LH

Otis Patterson,
Lawyer,
Canyon City, Oregon

May 15, 1924.

Oregon State Highway Commission,
Salem, Oregon

Gentlemen:

In re the claim of M. B. Harper, of Beech Creek, Oregon, against the Monson-Trierweiler Company, in the amount of $176.63.

This is to inform you that I have this day as the attorney for Mr. Harper, filed With New Amsterdam Casualty Company of New York, through their agents Clemens, White & Coleman, 202 Stevens Bldg., Portland, Oregon , the above mentioned claim of M. B. Harper against said bondsmen of said Monson-Trierweiler Company.

These people apparently do not intend to pay, or perhaps they have no money, but, in any event, it amounts to just the same and my client cannot get his pay and I am proceeding in this manner by notifying the Casualty Company to protect my client from loss of the amount due him.

I am,

Very respectfully,

Otis Patterson
EP.

OP:EP

ANSWERED
H. B. G.

FORM 88 83518 10M-1-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

The Dalles, Oregon - April 28, 1924

Mr. R. A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Enclosed herewith, for your approval, Order for extra work, No. 3, for ~~spreading~~ gravel Station 0/00 to 50/00, on Contract No. 668 Unit No. 2, Coles Bridge-Cummings Creek Section of the John Day Highway in Grant County.

Yours very truly,

C. W. Wanzer,
Division Engineer

Encl.
HMH-TC

By H M Hackett.
Office Engineer

RECEIVED
APR 30 1924

PR 792

April 2, 1924.

Mr. C. W. Wanzer,
Division Engineer,
The Dalles, Oregon.

Dear Sir:

Reference is made to your letter of March 24th, in regard to payment for the cattle pass constructed at Station 482+50 on Unit No. 2 of the Coles Bridge-Cummings Creek Section.

The $81.23 payable by Ira G. Boyce should be paid by him direct to Bauers & Bauers, and a receipt for same from Bauers & Bauers should be furnished the Department as a proof that such payment has been made.

The force account bills submitted for payment by the State should support the entire cost of the structure ($585.23), and then from this amount there should be shown a deduction of $81.23 as "amount paid by Ira G. Boyce in accordance with agreement covering substitution of cattle pass for the double 36-inch pipe culvert originally planned. See extra work order No. 2."

With no more information to judge from that we now have at hand, it appears that the $81.23 to be paid by Mr. Boyce does not fully compensate the state for the extra expense which will result from the substitution of this wood cattle pass for a culvert of semi-permanent construction. As a matter of expediency you may have been forced to allow the substitution, but when the cost of replacement and maintenance is considered, our estimate of the extra cost would be nearer $500.00 than $81.23. We trust that the neglecting of the maintenance and replacement expense in the agreement with Mr. Boyce, was not an oversight.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

SHP TW
CC A. A. Kirkwood, Mt. Vernon, Oregon.

COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

The Dalles, Oregon - March 24, 1924

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. S. H. Probert.

Dear Sir:

Enclosed please find Extra Work Order No. 2, Conctract No. 668, on the Coles Bridge-Cummings Creek Section, Unit No. 2, of the John Day Highway.

We originally intended and called for two lines of 36 inch galvanized iron pipe at station 482/50 to take care of the drainage at this point. The abuting property owner, Mr. Ira G. Boise, desired a cattle pass at this point and we agreed to build him a standard 6 x 7 foot cattle pass and allow him the cost of the installation of the original proposed 72 feet of pipe, which was with the understanding that he would assume any cost over and above what the installation of the pipe would amount to, and this change would be without any extra cost to the state, the drainage would be more than amply provided for and the property owner would be benefited by the cattle pass.

The cattle pass has been constructed at a cost of $585.23 of which amount the state is to pay only $504.00 or what would equal the cost of 72 feet of 36 inch galvanized iron pipe installed at $7.00 per foot.

Therefore, this work order is approved by me to the extent of $504.00.

Kindly advise in what manner you recommend that we take care of the balance.

Yours very truly,

C. W. Wanzer

C. W. Wanzer,
Division Engineer.

Encl.
CWW-vc

ANSWERED
S. H. Probert

PG 42

March 31, 1924.

Mr. C. W. Wanser,
Division Engineer,
The Dalles, Oregon.

Dear Sir:

Reference is made to yours of March 14th relating to extension of time for the completion of Unit No. 1, Coles Bridge-Cummins Creek Section of the John Day Highway.

This is a county contract executed by the County Court with Bawers & Bamers and therefore it does not seem necessary or proper for the Commission to take any action on this extension, accordingly no mention will be made of it in the minutes of March 27th.

I appreciate your action, however, in following the matter through so that it is properly take care of. I am filing your letter and the consent of the surety with our copy of the contract.

Very truly yours,

State Highway Engineer.

RAK:LM

PB-12

#667

The Dalles, Oregon - March 1, 1924

Judge Orin L. Patterson,
Canyon City, Oregon.

Dear Judge:

If Bauers & Bauers have reached a satisfactory arrangement or agreement with you in regard to adjusting matters with some of the owners adjacent to the right of way where you claimed they had been causing unnecessary damage and expense to said owners, kindly forward as soon as possible, the new application for an extension of time, together with the approval of their bondsmen, if it meets with your approval, otherwise, a statement by you in regard to the status of this matter would be appreciated.

In order for Bauers & Bauers to get their February estimate, it will be necessary to have this approval for an extension of time approved by the department.

Yours very truly,

C. W. Hanson,
Division Engineer.

CWH-vc

cc R. A. Klein.

RECEIVED
MAR 3, 1924

CC CC

February 29, 1924

Mr. Sam A. Kozer,
Secretary of State,
B u i l d i n g.

Salem, Oregon.

Attention Mr. H. L. Haas, Filing Division.

Dear Sir:

Receipt is acknowledged of your letter enclosing three copies of the notice of withdrawal of claim of the Hayes Motor Company against the Monson-Trierweiler Company.

We are today notifying the surety company of this withdrawal and also the Monson-Trierweiler Company.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

C. N. LAUGHRIGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

#674
Grant County.

February 26, 1924

State Highway Commission,

Salem, Oregon.

Gentlemen:- (Attention of Mr. H. B. Glaisyer, Chief Clerk)

We are enclosing for your information a copy of a letter received from Earl B. Moore, Attorney, John Day, Oregon, directing the withdrawal of the claim of the Hayes Motor Company against the Monson-Trierweiler Co., Inc., which claim he states was filed with you about Dec. 10, 1923.

Very truly yours,

FILING DIVISION,

H. By N. J. Haas

Noted:-2-27-24
J. McF.

5 Bridges in Grant County.
New application in Umatilla County
Clerk's Office
202, Stewart Building

RECEIVED
FEB 27 1924

ANSWERED
H B.O.

COPY

EARL B. MOORE
Lawyer
Grant County
John Day, Oregon

February 25, 1924

Secretary of State

Salem, Oregon

Dear Sir:

You are hereby directed to withdraw the claim of the Hayes Motor Company of John Day Oregon against the Monson-Trierweiler Co, Inc for $211.31 which was filed with the Highway Commission about Dec. 10, 1923

I sent in a copy of the bill against the Monson-Trierweiler Company to the Highway Commission and requested a copy of the bond for filing with the Secretary of State. The Claim has since been paid, but the Highway Commission has for some reason held up some of the money due the Monson Trierweiler Company. The direction is really to the Highway Commission but I am informing your office so that the moneys due the Company will not be held up longer.

Very truly

Earl B. Moore
Atty for Hayes Motor -

0992

February 29, 1924

New Amsterdam Casualty Company,
c/o Clemens, White & Coleman, Agents,
202 Stevens Building,
Portland, Oregon.

Gentlemen:

Enclosed herewith please find copy of notice of withdrawal of claim of the Hayes Motor Company against the Munson-Trierweiler Company in connection with their contract for the construction of five bridges on the John Day Highway in Grant County, the original of which notice is on file in the Secretary of State's office.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. P. Glaisyer,
Chief Clerk.

HBG:LM
Encl.

RG 92

February 29, 1924

Hosson-Trierweiler Company,
633 Railway Exchange Building,
Portland, Oregon.

Gentlemen:

Enclosed herewith please find notice of withdrawal of claim of the Hayes Motor Company against yourselves in connection with your contract for the construction of five bridges on the John Day Highway in Grant County, the original of which notice is on file in the Secretary of State's office.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM
Encl.

676-1-60-T PP 92

Earl B. Moore
LAWYER
Grant County
JOHN DAY, OREGON

February 24,1924

State Highway Commission
Salem,Oregon.

FILED
FEB 26 1924

Dear sirs;

You are hereby directed to withdraw the claim of the Hayes Motor Company of John Day,Oregon against the Monson Trierweiler Co Inc. for $211.31 now filed with you. The said claim having been paid. The letter transmitting the data on the claim was dated Dec.10,1923

Very truly

Earl B. Moore
atty for Hayes Motor

NOTED
H. B. CLAISYER

February 13, 1924.

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

PR 92.

Gentlemen:

Kindly accept this letter as formal request for an increase in the Federal Aid allotted to the Coles Bridge-Cummins Creek Section, Project 92, from $60,000.00 to $137,245.48. This increase to be made when the 1925 Federal Funds are appropriated and the allocations are made.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

(Dict. by J. W. DeSousa / TW)

FORM 5A 20482-5000-2-23

R. A. BOOTH, EUGENE, CHAIRMAN
J. E. YEON, PORTLAND
W. B. BARRATT, HEPPNER
COMMISSIONERS

ROY A. KLEIN, SECRETARY AND ASSISTANT ENGINEER

HERBERT NUNN
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
SALEM

Subject:Orders for extra work.
Jobs 12PF & 12PF-1

Mt.Vernon,Ore.
Feb.1,1924.

BR 9

Mr.Roy A.Klein,
State Highway Engineer,
Salem,Ore.

Attention;Mr.S.H.Brobert.

Dear Sir:

As per your recent instructios I have added to the attached orders for extra work sufficient information to render them intelligent documents and in the future these forms shall be prepared in a like manner.

Very respectfully,

E. A. Kirkwood
Resident Engineer.

cc. C.W.Wanzer.

RECEIVED
FEB 6 1924
OREGON
STATE HIGHWAY COMM.

FORM 2A 52884 10M-10-23

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

PR#92

REFERRED TO S H P BY R. A. K.

The Dalles, Oregon - January 25, 1924

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Enclosed herewith for your approval Orders for Extra Work No. 1, 2, 3, 4, Contract No. 667, Coles Bridge-McKern's Lane Section of the John Day Highway in Grant County.

Also, requisition for the necessary pipe required for the work covered by the orders. Mr. Campbell's office has correspondence in connection with the furnishing of this pipe, under date of October 22nd and November 9th.

Yours very truly,

C. W. Wanzer,
Division Engineer.

By H. N. Hackett
Office Engineer.

Encl.
HNH-vc

RECEIVED JAN 26 1924

FORM 2A 23684 10M-10-23

WILLIAM DUBY, BAKER, CHAIRMAN
H. S. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

RR 12
no further answer necessary

The Dalles, Oregon December 8, 1923

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

RECEIVED
DEC 10 1923
in file 466

Dear Sir:

Referring to your letter of December 5th, in regard to the contracts in my division which have over-run the time limit, especially referrin to Contract No. 667, Unit No. 1, Coles Bridge-Cummins Creek Section.

As I understand this contract, for reasons for which you are familiar, this section was contracted for directly by and with Bauers & Bauers and the Grant County Court and upon my last visit to Canyon City a couple of days ago, I took up the matter with Judge Patterson. He informed me that Bauers & Bauers had made application for an extension of 30 days time, upon which action would be taken at the regular meeting of the County Court.

He advised with me as to the terms and condition upon which the extension should be granted and upon the amount of the progress being made upon this work. I recommended that the extension be granted for 30 days without penalty, providing that the contractors inflicted no penalty upon upon the sub-contractors, who are doing this work and that if they, the contractors, inflicted any penalty upon their sub-contractors, the same would be inflicted upon them.

This special unit being under contract to the county, though all work is being done under the Highway Department, I did not know whether the granting of the extension of time should come through the Grant County Court, or through the State Highway Commission.

Kindly advise,the situation being as described above, whether you desire me to write Judge Patterson and have him forward the formal application and consent of the bonding company to me for my formal recommendation, and then send the same to you for action, or whether the way the matter has been handled, as outlined, is sufficient.

Yours very truly,

C. W. Wanzer,
Division Engineer.

CWW-vc

DEC 10 1923

December 7th, 1923.

Mr. Orin L. Patterson,
County Judge of Grant County,
Canyon City, Oregon.

Dear Sir:

Reference is made to your letter of December 4th, making inquiry in regard to the practice usually followed in dealing with extensions of time for the performance of contract work, your inquiry having to do particularly with an extension of time requested by Bauers & Bauers in connection with the grading and surfacing of Unit #1 of the Colas-Bridge-Cummins Creek Section.

Our practice is to require the contractor to submit a written request for the extension, giving the date to which he desires the time extended; setting forth the reasons, if any, for his failure to complete as specified and the reason, if any, why he should not be charged with the extra engineering expense involved; and having accompanying it, the written consent of the surety. The request is submitted by the contractor through the Division Engineer, the Division Engineer submitting with it his recommendations as to the granting of the extension and as to the charging of the contractor with engineering expense. The request is then considered by the State Highway Engineer, and in turn by the State Highway Commission, final acting being taken, of course, by the Commission.

If it is your wish to act upon the extension requested by Bauers & Bauers, we would suggest that you go to the formality of securing Mr. Wanser's recommendation. In view of the conditions set out in your letter, Mr. Wanser would undoubtedly approve of the granting of the extension, and it is quite likely that he would recommend against making any charge for extra engineering expense in case any has been or will be incurred, as a result of the contractor's failure to complete as specified.

In this connection, I might state, however, that it is quite the usual practice in connection with contracts under which the county assumes entire financial responsibility, as does Grant County under this one, for the Highway Commission to pass upon time extensions and to exercise other administrative powers the same as it does in connection with other state highway contracts, and if you desire, you could refer Bauers & Bauers to the State Highway Commission for action upon their request for time extension. This would be in strict accordance with the contract as the contract contains no special provision which relieves the Highway Commission of its authorities as set out in the standard printed provisions. I do not mean to infer by this that the Highway Commission is empowered by the contract to act contrary to the wishes of the County Court, but is empowered to act for the County Court in almost any matter concerned under the contract.

It is the advice of our attorney that the time limit of no contract be extended without the written consent of the surety.

We are sending a copy of your letter and a copy of this reply to our Division Engineer, Mr. Wanzer, for his information.

Very truly yours,

ROY A. KLEIN
State Highway Engineer,

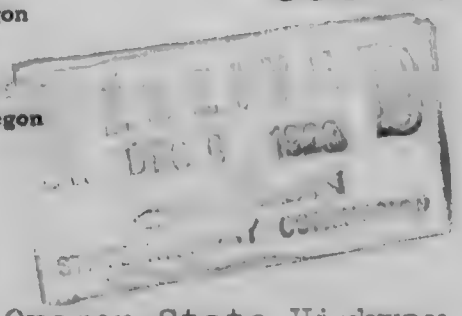
By

Office Engineer.

SHP:TW

ORIN L. PATTERSON
County Judge
W. S. CAVERHILL
County Commissioner
Caverhill, Oregon
F. M. ROUND
County Commissioner
John Day, Oregon

OFFICE OF
COUNTY COURT OF GRANT COUNTY
CANYON CITY, OREGON



December 4, 1923

Mr. Roy Klein,
Sec. Oregon State Highway Commission,
Salem, Oregon

Dear sir:

Bauers & Bauers, the contractors for the grading and surfacing of the ~~Section~~ Unit 1, of the Coles Bridge-Cummings Creek section of the John Day Highway, are asking that the county grant them an extension of 30 days for the completion of their contract, and I am writing to you know if it agreeable with the Highway Commission to grant such extension. That part of the road that was required to be graded and surfaced before winter, the Mt. Vernon lane and that part of the graded road about Mt. Vernon that has to be used by the public, has been graded and surfaced. In fact, they state that if storms do not interfere too much, they will have the grading and surfacing of all of Unit 1 completed.

Kindly advise if it is customary for the Highway Commission to impose penalties in the way of expense of engineering after the time for the completion of the Unit has expired. If such is the case, it will be necessary to advise them, but where construction work has progressed with usual speed, no such penalty is imposed, it will be quite agreeable on the part of the county to grant any reasonable time desired.

Awaiting you early reply, I am,

Most truly yours,

Orin L Patterson
County Judge

The Dalles, Oregon December 8, 1923

PTR 92

POSTED
R.A.K.

Mr. A. A. Kirkwood,
Resident Engineer,
Mt. Vernon, Oregon.

Dear Sir:

Referring to the conversation I had with you day before yesterday, in regard to the data for the change in line of the Coles Bridge-Cummins Creek Section, kindly forward direct to the Salem office the map, profile and cross-section of the revised line as now adopted and under construction for which use the new bridge site at Mores Crossing was adopted, as the contract was let on the original line.

Please forward this data as soon as possible in order that they may prepare the new plan sheets for the Bureau of Public Roads according to the revised line.

Yours very truly,

CWW-vc

C. W. Wanner,
Division Engineer.

cc S. H. Probert.

RECEIVED
DEC 10 1923

December 5th, 1923.

Mr. C. W. Wenzer,
Division Engineer,
The Dalles, Oregon.

PR 92.

Dear Sir:

Reference is made to the Coles Bridge-Cummins Creek Section, Oregon Federal Aid Project No. 92. Mr. Morris of the Bureau of Public Roads called this office by telephone today and requested that revised plans be submitted for a portion of the project, and we presume his request was occasioned by change in the alignment shifting the Bridge across the John Day River to Station 635.

On June 7th, we wrote you regarding the matter, and on June 13th you replied thereto, stating that it was not desirable to change the plans at that time, but that it could be done later if the revision in alignment was made. In absence of any further information from you, we have presumed that the original location was used, but are now under the impression that such was not the case.

In order that we may comply with the request of the Bureau of Public Roads, will you kindly send us the maps, profiles and cross sections on the revised line, in order that new plan sheets may be prepared for the Bureau.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

(Dict. by J. W. DeSouza / TW)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

PG 92

Date Nov 10, 1923.

Job Name Grading and Graveling McKern Lane to Cummings Creek

Week from Nov 4 to 10

Highway John Day

Mail Address Mt. Vernon Ore.

County Grant Job Prefix 12 PF-1

Telegraph or Telephone Address " "

Express and Freight Address " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

This job has progressed rather slowly due to the fact that one crew was working in a swamp at Sta 162 and another in a swamp at Sta 790 and 4 teams were engaged in deepening the channel at Riley creek.

Another team outfit is expected to start work at sta 580 and work East.

My party cross-sectioned from Sta 620 to Sta 655 and worked in office on final records and monthly estimates

Weather fair with cold nights and warm days.

RECEIVED
NOV 15 1923
DIVISION

NOTED
WANZER

Signed A. A. Westwood

Title Res. Engr

(See back of this sheet for instructions and detailed information.)

For #166

GRADING CONSTRUCTION

Total miles of grading on project 11.28

Miles completed 5.53

Miles completed except finishing 0.2

Miles covered by contractor's forces 11.28

Miles cross-sectioned 10.0

Miles cross-sections completed and checked 2.0

Miles to be remeasured 0.3

Number men in Engineering Party 4

Contractor's average force for week 31.22 *men,*

20 *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem Office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number days worked on this project .....

Number men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

(NOTE.—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job 12 PF-1 *Percentage* 54

Other jobs 12 PF *Percentage* 30

Other jobs 12 LK *Percentage* 8

Other jobs 12 RM *Percentage* 4

12 RM 4

Fr #466 Fr

November 8, 1933

P R 92

Mr. Sam A. Kozer,
Secretary of State,
B u i l d i n g.

Attention Mr. M. L. Rees, Filing Division.

Dear Sir:

Receipt is acknowledged of your letter of October 31st enclosing three copies of notice of claim which has been filed with you by O. A. Canterbury of Mt. Vernon, Oregon, against the bond furnished by Bowers & Bowers in connection with the grading and surfacing of Unit No. 2, Coles Bridge-Cummins Creek Section of the John Day Highway in Grant County.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Chief Clerk.

RAK:LM

Noted
Filed

C. N. LAUGHRIGE,
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

October 31, 1923

RECEIVED
NOV 2 1923

State Highway Commission,

Salem, Oregon.

Gentlemen:-

You are hereby notified that there was filed in this office on October 18, 1923, a notice of claim by C. A. Canterbury, of Mt. Vernon, Grant County, Oregon, for damages and loss of an animal in the sum of $220.00 against the bond taken from Bauers & Bauers, contractors, as principal and the Aetna Casualty & Surety Co. as surety, for the work of grading and surfacing Unit 2 of the Coles Bridge-Cummings Creek section of the John Day Highway in Grant County, Oregon.

We are enclosing herewith three copies of this notice, being one for your files, one for transmission, if desired, to the above contractors, and one for the surety.

Kindly acknowledge receipt of the copies, and oblige.

Very truly yours,

FILING DIVISION,

H. By N. J. Haas

P. S. The abovenotice was received from Mr. Erritt Hicks, Atty., Canyon City, Ore.

ANSWERED
H. B. C.

NOTICE OF CLAIM

NOV 2 1923

TO THE STATE OF OREGON AND TO SAM A. KOZER,
SECRETARY OF STATE:

NOTICE IS HEREBY GIVEN, That the undersigned, C. A. Canterbury, now residing on the John Day River below Mt. Vernon, in Grant County, Oregon, and whose post-office address is Mt. Vernon, in said County, has a claim in the sum of $220.00 against the bond taken by Bauers & Bauers, contractors, as principal, and the Aetna Casualty & Surety Company, a Corporation, of Hartford, Connecticut, as surety, for damages sustained by reason of the failure of T. T. Redsell and J. S. Redsell, sub-contractors, to perform an agreement made with the undersigned on or about the 7th day of July, 1923, whereby, for the privilege of camping on the premises of the undersigned, they agreed to keep in repair all fences it was necessary for them to pass through while constructing Unit 2 of the Coles Bridge-Cummings Creek Section of the John Day Highway in Grant County; that the said firm of Bauers & Bauers have a contract with the State of Oregon, for the grading and surfacing of said section of said Highway in said County and the said T. T. Redsell and J. S. Redsell are sub-contractors under the firm of Bauers & Bauers.

That the damage to the undersigned was caused by leaving down fences through which cattle entered on the premises of the undersigned, and ate up and destroyed his pasture, causing him a loss of $70.00, and one of his animals, namely, a mare weighing about 1500 pounds, and of the value of $150.00 went from the premises of the undersigned into adjoining fields and there mixed with other livestock and was so cut and injured in wire fencing that it was necessary for the undersigned to destroy her and by reason of the failure of these parties to keep up fences as agreed the undersigned has been and is damaged in the sum of $220.00.

Dated October 16, 1923.

C. A. CANTERBURY

ENDORSED:

File No. 323
Notice of Claim by C. A. Canterbury for damages and loss of an animal in the sum of $220.00 against the bond taken from Bauers & Bauers, Contractors, as principal and the Aetna Casualty & Surety Company, a corporation, as surety, for the work of grading and surfacing Unit 2 of theColes Bridge-Cummings Creek Section of the John Day Highway in Grant County, Oregon.

Filed October 18, 1923
SAM A. KOZER, Secretary of State.

November 2, 1923

Aetna Casualty & Surety Company,
c/o McCorgar, Bates & Lively, Agents,
Yeon Building,
Portland, Oregon.

P R 93

Gentlemen:

Enclosed herewith is a copy of notice of claim which has been filed with the Secretary of State by C. A. Canterbury of Mt. Vernon, Oregon, against T. T. Bedsell and J. S. Bedsell, sub-contractors under Bauers & Bauers who hold the contract for grading and surfacing Unit No. 2, Coles Bridge-Cummins Creek Section of the John Day Highway in Grant County.

This is being send to you as surety on the bond furnished by Bauers & Bauers.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Chief Clerk.

HBG:LM
1 Encl.

November 2, 1925

P R 92

Bowers & Bowers,
Dayton, Washington.

Gentlemen:

Enclosed herewith please find copy of notice of claim which has been filed with the Secretary of State by O. A. Canterbury of Mt. Vernon, Oregon, against T. W. Rodsell and J. S. Rodsell for damages and loss of animal, in the sum of $220.00.

This copy is for your files.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Chief Clerk.

HBG:LM
1 Encl.

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS.
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.....

POST OFFICE BUILDING,
PORTLAND, OREG.

October 18, 1923.

PR #9 ✓

Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The project agreement and certificate, covering Oregon 92, Coles Bridge-Cummins Creek section, have been executed. Enclosed find original copy each of the agreement and certificate for your files.

Yours very truly,
C. H. PURCELL, District Engineer,

By _____
Acting

RECEIVED
OCT 22 1923
STATE HIGHWAY COMMISSION

C.K.
Encls.

Form P. R. 2

State ..... Oregon .....

Project No. ..... 92 .....

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

AMENDED FEBRUARY 28, 1919

AND

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

WASHINGTON
GOVERNMENT PRINTING OFFICE
1922

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 6 day of August, 1923

by and between the State Highway Commission of Oregon

....., constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended by act approved February 28, 1919 (40 Stat., 1189), entitled "An Act Making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," and by Act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes":

Whereas the Highway Department of said State submitted on the 5th day of January, 19 23, a project statement, which was approved by the Secretary on the 21st day of March, 19 23, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 1st day of May, 19 23 and approved by the Secretary on the 8th day of October, 19 23; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of sixty thousand and no/100

.....

dollars ($ 60,000.00) as the share of the United States payable under said act on account of said project, which does not exceed 61.13 per cent of the total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT.

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State from sale of bonds authorized by Legislature under Chapter 175, Laws of 1917, and Chapter 31, Laws of 1920 (Include amount, date, and citation of act of legislature by which authorized.)

*(b) By the county ..... of ..... (Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

such funds having been placed under the direct control of the Highway Department by ..... (State how placed under direct control of Highway Department.)

*(c) By the county ..... of ..... (Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

*(d) .....

ROAD EMBRACED IN PROJECT.

ARTICLE II. This agreement covers the following road as described in detail in said surveys, plans, and specifications:

Between survey station 0+00 near Coles Bridge 1½ miles east of Mt. Vernon and survey station 748+50 near Cummings Creek about 15 miles east of Dayville in Grant County, terminal points, a distance of 14.05 miles, known locally as the Cummings Creek-Coles Bridge Section of the John Day Highway, Grant County.

CHARACTER AND METHOD OF CONSTRUCTION.

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.

(*b*) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT.

ARTICLE IV. The United States pro rata share of the cost of said project shall not in any event exceed

(*a*) the said sum of sixty thousand and 00/100

dollars, certified to the Secretary of the Treasury as above mentioned, being less than 61.13

per cent of two hundred twenty-four thousand, four hundred eighty-nine and 37/100

dollars, the approved total estimated cost of said project, nor (*b*) the said per centum of the value of the labor and materials which shall have been actually put into the construction of said project in conformity to said plans and specifications.

PAYMENTS.

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of the said certified sum, or so much thereof as may be due under the terms hereof, to .....

.....
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the ..... of .....
(State or county.) (Name.)

(Strike out if not appropriate.)

STRICKEN OUT

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to .....

the State Treasurer

.....
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the **State** of **Oregon**
(State or county.) (Name.)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $ **16,341.02** per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT.

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: .....

RESOLUTION

In view of the fact that the State Highway Commission was authorized by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways.

IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 237 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties for which a suitable contract will be entered into, will be sufficient to maintain all state roads constructed by the State

above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $ 18,341.02 per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT.

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: .....

RESOLUTION

In view of the fact that the State Highway Commission was authorized by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways.

IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 237 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties for which a suitable contract will be entered into, will be sufficient to maintain all state roads constructed by the State Highway Commission or jointly by the Commission and the Federal Department of Agriculture, as provided for in the Federal Aid Road Act, and

BE IT RESOLVED, that the state assumes responsibility to the Federal Government for the proper maintenance of all highways constructed in cooperation with the Federal Government under any federal act providing for cooperative road construction, the state to make whatever arrangements with the various counties it may deem necessary to meet this obligation in accordance with the laws of the state of Oregon and the Federal Aid Road Act, and any other Federal Law that may have been, or may be, enacted to further road improvement in the State of Oregon.

I, Roy A. Klein, duly appointed Secretary for the Oregon State Highway Commission, hereby certify the above resolution was unanimously adopted by the Oregon State Highway Commission, at its regular meeting held at Salem, Oregon, on August 7, 1917, all members being present and voting, and at a special meeting held in Portland on September 25, 1917, a majority being present and voting, when an amendment was made to the original resolution to make it read as above.

ROY A KLEIN

Secretary

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(a) By the .....,
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: .....
(Include reference to statute authorising

.....
funds, probable amount annually available, and how will be placed under direct control of Highway Department.)

.....

*(b) By the .....,
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .....
(Include reference to statute authorising

.....
funds and probable amount annually available.)

.....

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: .....

.....

.....

.....

*(Strike out if not appropriate.)

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 8th day of October, 1923.

STATE HIGHWAY COMMISSION OF OREGON
.....
(Official title of Highway Department.)

By C. M. Duby
Chairman, State Highway Commission
(Title of officer.)

By .....
Member, State Highway Commission
(Title of officer.)

[SEAL.]

By W. H. Malone
Member, State Highway Commission
(Title of officer.)

By .....
.....
(Title of officer.)

By .....
.....
(Title of officer.)

[SEAL.]

Howard M. Gore
ACTING *Secretary of Agriculture.*

Form No. PR. 3.

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, as amended by "An Act making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," approved February 28, 1919, and by "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the Construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and other purposes," approved November 9, 1921 (42 Stat., 212).)

To—

The Secretary of the Treasury, And

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between survey station 0+00 near Coles Bridge 1½ miles east of Mt. Vernon and survey station 748+50 near Cummings Creek about 15 miles east of Dayville in Grant County, locally known as the Cummings Creek-Coles Bridge Section of the John Day Highway, Grant County, and designated in the records of this Department as Project No. 92, State of Oregon

Second. That in accordance with said provisions I have approved the sum of $ $224,489.37 as the total estimated cost of said project, and the sum of $ 60,000.00 as the share of the United States, payable under said acts on account of such project, which does not exceed 61.13 per cent of said total cost.

Done in the District of Columbia, this 8th day of October one thousand nine hundred and Twenty-three, as witness my hand and the seal Department of Agriculture.

Howard Gore

ACTING Secretary of Agriculture.

October 18, 1923

Mr. Errett Hicks,
Lawyer,
Canyon City, Oregon.

PR #92

Dear Sir:

Receipt is hereby acknowledged of your letter of the 16th inst. transmitting application of C. A. Canterbury for copy of contract and bond of Bowers & Bowers, Dayton, Washington, for grading and surfacing Unit No. 2 Coles Bridge-Cummins Creek Section of the John Day Highway in Grant County.

Please be advised that certified copy of both Unit No. 1 and Unit No. 2 of this section were mailed to you some time ago and as you state in your letter you now have them, we believe that it is unnecessary for us to send you additional copies.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Chief Clerk.

HBG:LM

EH/RA

Traced
Sent

Errett Hicks
Lawyer
Canyon City, Oregon

October 16th, 1923.

State Highway Commission,
Salem, Oregon.

Dear Sirs:

I am herewith enclosing you an application of C. A. Canterbury for a copy of the contract of Bauers & Bauers, of Dayton, Washington, for grading and surfacing Unit 2 of the Coles Bridge-Cummings Creek Section of the John Day Highway, in Grant County, and also for a copy of the bond given in support of this contract.

Now, let me say to you that on the 13th ult. I addressed you a letter asking for a copy of the contract and bond for the construction of this section of the Highway, and told you that I wanted these for the purpose of finding out whether a claim I had came within the terms of the bond. You v ery kindly sent me copies of the contracts and bonds covering both units of the Coles Bridge-Cummings Creek Section, and I now have them. It seems to be necessary under the statute to make this application but since I have the contracts and bonds I don't think it is necessary for you to send them to me a second time. If you will kindly acknowledge receipt of this application and affidavit and s tate you had forwarded me the bonds and contracts, it will be sufficient.

Yours truly,

Errett Hicks

EH/BA

OCT 16 1923

ANSWERED
H B.G.

TO THE STATE HIGHWAY COMMISSION OF OREGON,
AND TO ROY A. CLINE, SECRETARY:

Application is hereby made for a copy of the agreement entered into between Bauers & Bauers, a co-partnership consisting of Carl Bauers and George F. Price, as contractors, and the State of Oregon, for grade and surface unit 2 of the Coles Bridge, Cummings Creek Section of the John Day Highway, in Grant County, Oregon, and also for a copy of the undertaking or bond taken from said firm for the performance of said contract. This application is based on the hereto attached affidavit of C. A. Canterbury.

Dated this 16th day of October, 1923.

C. A. Canterbury

OCT 18 1923

State of Oregon, }
} ss
County of Grant. }

I, C. A. Canterbury, being first duly sworn depose and say:

That on or about the 7th day of July, 1923, I was, and for sometime prior thereto and since have been and now am the lessee of the William A. Pope place situated on the south side of the John Day River, in Grant County, Oregon, and through which runs Unit 2 of the Coles Bridge-Cummings Creek section of the John Day Highway, in said County; that Bauers & Bauers, a co-partnership consisting of Carl Bauers and George F. Price, on the said 7th day of July, 1923, had and now have a contract with the State Highway Commission of Oregon, for grade and surface of said Unit 2 of the Coles Bridge-Cummings Creek Section of the John Day Highway in said County; That T. T. Redsell and J. S. Redsell, on the said 7th day of July, 1923, were, since ~~and upon and~~ have been now are subcontractors under the said firm of Bauers & Bauers for the grading of that portion of said Unit 2 where the same extends through the said ranch and on the said 7th day of July, 1923, the said T. T. Redsell and J. S. Redsell sought out this affiant and engaged from him a camping place on said ranch to be used by them while constructing the said highway, and an agreement was entered into between affiant and the said T. T. Redsell and J. S. Redsell whereby they, for the consideration of being allowed to camp within the fields on said ranch, agreed to keep up in good rapair all fences it was necessary for them to go through while constructing the said highway; that in violation of their agreement the said Redsell's suffered and neglected the said fences to get out of repair and to remain out of repair and to be broken down so that livestock in adjoining fields entered upon the premises of this affiant and ate up and destroyed his pasture to his damage in the sum of $70.00, and one large animal of affiant, a mare of about 1500 pounds weight, strayed from affiant's pasture through the said broken fence, and into and upon adjoining premises, where, with other strange horses,

she became entangled in a wire fence and was so injured that affiant was compelled to and did kill h er and that the said animal of affiant was of the reasonable value of $150.00, and by reason of the carlesness, n egligence and failure of the said Redsell's to perform their contract affiant has been damaged in the full sum of $220.00; that affiant has no knowledge or information as to whether the said T. T. Redsell and J. S. Redsell are working as subcontractors as partners or as individuals, but affiant does know that they work together.

That I make this affidavit for the purpose of obtaining a copy of the said contract entered into by the said firm of Bauers & Bauers with the State of Oregon, and also a copy of the undertaking or bond taken from the said firm for the performance of said contract.

C. A. Canterbury

Subscribed and sworn to before me this 16th day of October, 1923.

Ernest Hicks
Notary Public for Oregon.

My commission expires Oct. 10th 1924.

October 18, 1923.

Aetna Casualty & Surety Company,
c/o McCargar, Bates & Lively, Agents,
Yeon Building,
Portland, Oregon.

PR #92

Gentlemen:

This letter is to advise you as surety on the contract of Bauers & Bauers for the construction of Unit No. 2 Coles Bridge-Cummins Creek Section of the John Day Highway in Grant County, that we have today received from Mr. Errett Hicks, Lawyer, Canyon City, Oregon, notice of claim of C. A. Canterbury in amount $220.00 against T. T. and J. S. Bedsell, sub-contractors under Bauers & Bauers, which claim is for damages which have occurred by reason of the fact that said sub-contractors failed to keep certain fences in repair during the progress of their work.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Chief Clerk.

HBC:LM

Form No. 89.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Sept 8, 1923

Job Name Grading and Surfacing
McKern Lane - Cummings Creek

Week from Sept 2 to 18

Highway John Day

Mail Address Mt. Vernon

County Grant

Job Prefix 12PF-1

Telegraph or Telephone Address "

Express and Freight Address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

The work on this unit has progressed smoothly and without incident. The grading is practically finished from Sta 164 to Sta. 340. The Station gang has about finished the rock cut at Sta 520. One of Redsal's team outfits has started work at sta 380. The sub contractor who who was to take the grading between Sta 550 and 748+50 failed to appear.

My party cross-sectioned between Sta 343 and Sta. 368 set blue tops from Sta 175 to Sta 282, measured borrow pits and worked in office.

The weather has been hot and dry.

RECEIVED
SEP 15 1923

VOTED
WANTED

Signed A. A. Kirkwood

Title Res Engr

(See back of this sheet for instructions and detailed information.)

GRADING CONSTRUCTION

Total miles of grading on project 11.28

Miles completed 2.5

Miles completed except finishing 1.0

Miles covered by contractor's forces 7.75

Miles cross-sectioned 6.25

Miles cross-sections completed and checked 6.20

Miles to be remeasured .....

Number men in Engineering Party 4

Contractor's average force for week 31 *men,* 24 *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem Office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number days worked on this project .....

Number men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

(NOTE.—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job 12 PF-1 *Percentage* 82

Other jobs 12PF *Percentage* 6

Other jobs 12DC *Percentage* 4

Other jobs 12MC 12MH *Percentage* 4

File 12PF - 54. The Dalles, Ore., Aug. 7, 1923.

Mr. Earl B. Moore,
John Day, Oregon.

Dear Sir:

Your letter of August 4th in reference to the right of way through the town of John Day, received, together with a copy of the letter which you addressed to the Oregon State Highway Commission at Salem, Oregon.

I will be very glad to take the matter up with you and make a personal inspection of the hill, accompanied by Mr. Kirkwood, and will do so on my next trip, which will be very shortly, into your section of the country, and if it is possible will be pleased to grant your request.

Yours very truly,

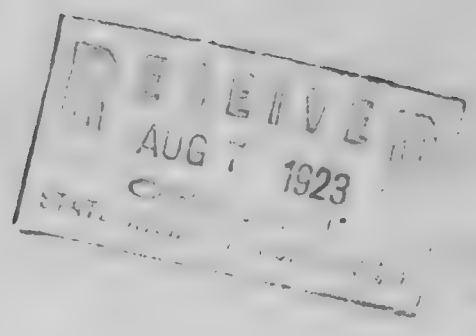
C. W. Wanser,
Division Engineer.

CWW:kl

cc. Mr. Roy A. Klein.
cc. Mr. A. A. Kirkwood.

Earl B. Moore
LAWYER
Grant County
JOHN DAY, OREGON

Aug. 4,1923



State Highway Commission
Salem,Oregon.

Dear sirs;

Reference is made to a communication from Mr. Wanzer, Division Engineer, in which he discusses the right of way through the town of John Day. He states that it may be possible to grant our request.

We have two features of the matter to consider; (1) A fifty foot right of way necessary on account of the cost to the town which is heavily indebted. (2) The present survey makes a deep cut through a section of the residence district which we would like to avoid if possible. I understand that the present survey will require a seven foot cut which will,with the present slope of the hill make a nine foot foot cut on the upper side of the highway. Could not this be reduced to a five foot foot cut, as the city must also excavate to put in walks beside the highway, and the seven foot cut will inconvenience the prperty holders along this part of the highway.

We are endeavoring to conform to the highway requirements as much as possible, and would like to have the matter investigated. We are having a hard time to get the highway matter settled in such a way that we can conform to your requirements.

Very truly

Earl B Moore

File 12PF - 59.

The Dalles, Ore., Aug. 7, 1925.

Bauers & Bauers,
Dayton, Washington.

NOTED
R.A.K.

PF-12

Dear Sirs:

Referring to a letter signed by R. S. Hartwell, and addressed to Mr. A. A. Kirkwood, Resident Engineer at Mt. Vernon, asking in regard to the changes in line of the Coles Bridge-Cummings Creek Section of the John Day Highway, for which you have the contract, please be advised that there will be a slight change in the line at Mt. Vernon near Station 90 to better the alignment, also a change near Moore's place to obtain a better bridge site.

The above changes will enable us to get a better road, and involves no change in the general character of your contract on the work to be done under the same, the yardage of materials to be moved, and all the work being covered by your unit prices, and being of the same general nature as all the rest of the work, and instead of any damage or extra cost to you, the above changes will probably be to your advantage. No extra compensation will be allowed over the unit prices named in your contract, for these changes.

Any changes (if any might come up) that are not covered by the contract, and which might be more expensive for you, we will be glad to take the matter up before ordering the same done.

Yours very truly,

C. W. Wanser,
Division Engineer.

CWW:kl

cc. Mr. Roy A. Klein,
cc. Mr. A. A. Kirkwood.

COPY

Mt. Vernon, Oregon.

July 28, 1923.

Mr. A A Kirkwood

Resident Engineer

Mt. Vernon, Oregon

Dear Sir:-

We have been informed that changes in the line of the Colos Bridge to Cummings creek section at Mt Vernon and at the Moore place are contemplated by the engineering department.

If such is correct, will you kindly furnish us with a written order covering these changes, for our records and for the information of our Dayton office.

Thanking you for your prompt attention to this matter, we are,

Sincerely yours,

Bauers & Bauers

By R. S. Hartwell

cc Dayton

AUG 11 1923

NOTED
R.A.K.

File 18PF - 14. The Dalles, Ore., Aug. 7, 1923.

Messrs. Bauers & Bauers,
Dayton, Washington.

PR-12

Dear Sirs:

Referring to your letter of July 18th, quoting further under the section entitled "Alterations of Details" in your contract as follows: "If, however, the character of the work and the unit cost thereof are materially changed, an allowance shall be made on such basis as may have been agreed to between the Engineer and the contractor in advance of the performance of the work", etc., and also stating that the change of line at Stations 85 to 88 throws you into overhaul of classified materials, replacing side borrow, and stating that you believe you should be allowed the extra cost of freighting in and out of wheelers to do this work.

It is true that you will have overhaul of some classified material between Stations 85 and 88, replacing the original side borrow as contemplated. However, it is amusing to an outsider or anyone familiar with your contract covering all the grading work from Celes Bridge to Cummings Creek to think that you would have to send in extra equipment to handle this small amount of classified material. The unit prices cover the excavation of classified materials along the whole line, and the cost of overhaul has been provided also. If wheelers are needed in your opinion to move this small amount of material at the above named stations, there are many places covered by your contract where classified material is to be moved, and overhaul is to be paid for the same, which will require the same wheelers, and we can see no reason why you should be entitled to the cost of transporting in and out the above referred to wheelers any more than any other equipment that you will use on this same job.

No compensation other than the unit prices bid for the moving of the above referred to classified materials, and the overhaul for the same, will be allowed.

Yours very truly,

C. W. Hanson
Division Engineer.

CWW:kl
cc. Mr. Roy A. Klein.
cc. Mr. A. A. Kirkwood.

C O P Y

Dayton, Wash. July 18, 1923.

Hon. C. W. Wanzer,

District Engineer

The Dalles, Oregon,

Dear Sir:-

Quoting further in the paragraph to which you refer us in your letter of the 14th, entitled Alteration of Details, you will find, "If, however, the character of the work and the unit cost thereof are materially changed, an allowance shall be made on such basis as may have been agreed to between the Engineer and the contractor in advance of the preformance of the work" etc.

The change of line at stations 85 to 88 throws us into overhaul of classified materials, replacing side borrow.

The moving of this material will necessitate the use of wheelers, and under this clause of the contract, we believe that we should be allowed the extra cost of freighting in and out this equipment.

Sincerely yours,

Bauers & Bauers

By Carl Bauers (Signed).

CB/m

RECEIVED
AUG 11 1923

FORM 8A 21669 2M-6-23

WILLIAM DUBY, BAKER, CHAIRMAN
H. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

12PF

OREGON STATE HIGHWAY COMMISSION

12PF - Profiles.
File 50.

SALEM

The Dalles, Ore., July 27, 1923.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Attention Mr. S. H. Probert.

Dear Sir:

We have a letter from A. A. Kirkwood, Resident Engineer at Mt. Vernon, Oregon, stating that he is in need of the profile of the last revision on the south side of the river, Station 618/61 to Station 677/99.3, of the Coles Bridge-Cummings Creek Section of the John Day Highway, and also profile of Burns' location from Station 685/95.9 to Station 702/88.4. He needs these in order to complete the profile of the adopted location, since the blue prints which were sent out are along the line of the first revision, which ties into the Burns' location at Station 702/88.4.

Mr. Kirkwood also wishes two blue prints of the Coles Bridge-Cummings Creek Section. If it is convenient for your office to make these up so as to show the adopted location as described above, instead of along the line of the first south side revision, they would be much more convenient for his use.

Yours truly,

C. W. Wanzer,
Division Engineer.

Sent 7-30-23
from KBL

cc. A. A. Kirkwood.

July 25, 1923

PRH 1/2

McCargar, Bates & Lively, Agents,
300-309 Yeon Building,
Portland, Oregon.

Attention Mr. K. V. Lively.

Gentlemen:

We have your letter of the 23rd inst. with reference to the date of completion of the contract for Unit No. 1, Coles Bridge-Cummins Creek Section, which was awarded to Bauers & Bauers recently.

In reply will say that it was originally intended to have all of this work completed this season; however, since the contract has been split in two sections, one of which is long and the other shorter, the shorter one of which it is desired to have completed at as early a date as possible, we have set the time limit the same as it was originally, while that for the long section has been advanced to June 30, 1923.

Due to the fact that we are very desirous of having Unit No. 1 completed this season, we do not feel that we should change the date of completion.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Chief Clerk.

HBG:LH

McCARGAR, BATES AND LIVELY

GENERAL INSURANCE AGENTS

300-309 YEON BUILDING

PORTLAND, OREGON

C. A. McCARGAR
PAUL C. BATES
K. V. LIVELY
W. E. PEARSON

July 23, 1923

GENERAL AGENTS FOR

AETNA LIFE INSURANCE CO.
OF HARTFORD, CONN.
ACCIDENT AND HEALTH
COMPENSATION
LIABILITY
LIFE

AETNA CASUALTY & SURETY CO.
OF HARTFORD, CONN.
AUTOMOBILE
BURGLARY
FIDELITY AND SURETY
PLATE GLASS
SPRINKLER LEAKAGE

THE AUTOMOBILE INSURANCE CO.
OF HARTFORD, CONN
AUTOMOBILE INSURANCE
PARCEL POST
MARINE
FIRE

CITY OF NEW YORK INSURANCE CO.
OF NEW YORK
AUTOMOBILE
FIRE

CENTURY INSURANCE CO., LTD.
OF EDINBURGH, SCOTLAND
FIRE

THE NATIONALE FIRE INSURANCE CO.
OF PARIS, FRANCE
FIRE

HARTFORD STEAM BOILER
INSPECTION & INSURANCE CO.
STEAM BOILERS
FLY WHEEL
ENGINE

RECEIVED
JUL 24 1923
... Commission

Roy Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

In checking over our copy of the contract covering Unit 1 of the Coles Bridge-Cummins Creek Section of the John Day Highway between Bauers and Bauers and the State Highway Commission, we notice that the time limit has not been extended in accordance with the time that Bauers and Bauers were delayed in starting the work.

Unit 2 has been extended to June 1, 1924, and we suggest that Unit 1 should be extended to the same time in case Bauers & Bauers are unable to complete this unit on time.

Yours truly,

McCARGAR BATES & LIVELY

By

KVL:HG

ANSWERED
H. B. O

97

12PF - Claims.
File 70.

The Dalles, Ore., July 14, 1923.

Bauers & Bauers,
Dayton, Washington.

Gentlemen:

I am in receipt of a communication from Mr. A. A. Kirkwood, Resident Engineer at Mt. Vernon, in which he states that if we make the contemplated line change in the west end of the town of Mt. Vernon, between Stations 88 and 85, which minor change eliminates the three small curves between those stations and replacing them with a tangent, that you will claim extra compensation due to the fact that the profile shows a borrow between Station 82+22 and Station 88 of some 1,200 yards, whereas it is contemplated having the material from the hill between Station 88 and 85 hauled to eliminate this said borrow in the town of Mt. Vernon.

For your information I wish to refer you to that section of your contract, on page 9, under the sub-title of "Alterations in Detail of Construction", which reads as follows:

> "The Engineer, during the progress of the work, may alter any of the details of construction, including the grade or alignment of the road or both, and may increase or decrease the quantities, as may be found expedient or suitable; such alterations shall not invalidate the contract nor release the suretios, and the contractor agrees to accept and execute the work as altered the same as if it had been a part of the original contract."

Under the interpretation of the above contract, it would be expected that you will move this material as directed by our Resident Engineer, Mr. Kirkwood, at the unit prices in your contract, without extra compensation. We have the right to make such changes, and expect that there will be other cases that will occur on this work before the same

is completed, and we expect to use the peregative granted to us under this clause in all such cases. Any extra overhaul, of course, will be taken care of on the unit price bid.

Kindly let us know if you take exception to this ruling at this time, as it is always best to come to a clear understanding in such matters, and I much prefer to have it clearly understood before hand than to argue the question afterwards.

Kindly let me hear from you in regard to this matter.

Yours very truly,

G. W. Hanson,
Division Engineer.

GWW:kl

cc. Mr. Roy A. Klein.
cc. Mr. A. A. Kirkwood.

July 12, 1923.

Bauers & Bauers,
Dayton, Washington.

PR#92

Gentlemen:

On account of legal conditions governing the expenditure of Grant County's funds in connection with the grading and surfacing of the Coles Bridge-Cummins Creek Section, it has been necessary for us to change the limits of unit #1 so that this unit will terminate at the west end of McKerns Lane, instead of at the east end of the first bridge west of Mt. Vernon.

This change in the limits of unit #1 makes necessary the cancellation of the contracts as originally drawn for both units 1 and 2, and the execution of revised contracts for both of these units. We have prepared the revised contract forms, and are today sending same to you by express for execution. We are also returning to you the four executed copies of the contract for unit #1, as previously prepared, and two of the executed copies of contract for unit #2. These cancelled copies are being returned simply as evidence of cancellation, and should be destroyed as soon as the cancellations have been noted by your company and by your bonds-man.

The third and fourth copies of the executed contract for unit #2 are in the possession of your company and the surety, and we ask that these two copies be cancelled and returned to us as evidence of their cancellation.

The revised contracts for unit #1 have been executed by the Grant County officials. After the contracts and bonds for this unit have been executed by your company and your surety, two of the executed copies should be returned to us. The other two copies may be retained for your files and the file of your surety.

The revised contracts for unit #2 have not yet been executed by the State Highway Commission, and it will be necessary, therefore, that after execution by your company and your surety, all four copies be returned to us.

We regret that we must trouble you with the re-execution of these contracts and bonds, but such re-execution is necessary to enable us to legally make the payments which will be due you. We ask that you kindly let this matter have your early attention.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Office Engineer.

SHP:MR

July 5, 1923.

Mr. A. A. Kirkwood,
Resident Engineer,
Dayville, Oregon.

PR # 92

Dear Sir:

At the request of County Judge Patterson, we have prepared revised contracts for Units 1 and 2 of the Coles Bridge-Cummins Creek Section, making the division point between Units 1 and 2 at the west end of McKerns Lane instead of at the east end of the first bridge west of Mt. Vernon. This revision is made, due to the fact that the work under Unit No. 1 is to be paid for by Grant County, and Judge Patterson anticipates opposition to the expenditure of County funds west of the west end of McKerns Lane.

Copies of the revised contracts are being mailed to you today. Please destroy your copies of the previously drawn contracts.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Office Engineer.

SHP:ER

July 2d, 1923.

Mr. Orin L. Patterson,
County Judge of Grant County,
Canyon City, Oregon.

PR #92

Dear Sir:

In accordance with your letter of June 27, we have prepared new contracts to cover the portion of the Coles Bridge-Cummins Creek Section which is to be paid for by Grant County, and we are sending four copies of this contract herewith for the signatures of your County Court.

It is our usual practice to send the contracts to the contractors for their signatures before having them executed by the County Court or the State Highway Commission, but in this instance, we are forwarding them to you first so that they can be signed at the July 6th meeting.

After the contracts have been signed, please return all four copies to us so that we can arrange to secure the signatures of the contractor and his surety. After the contracts have been completely executed, we will supply you with a copy.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

HHP:AP

Enclosures.

Commissioner
Caverhill, Oregon

OUND
County Commissioner
John Day, Oregon

OFFICE OF
COUNTY COURT OF GRANT COUNTY
CANYON CITY, OREGON

June 26, 1923

Oregon State Highway Commission,

Salem, Oregon

Gentlemen:

The contracts for the construction of the Cole's Bridge-West end McKern Lane section of the John Day Highway came to hand while I was absent taking deeds for the right of way for that section and the next section below , hence my delay in replying.

On examining the contracts, I note that they are not prepared in accordance with your telegram of May 28, 1923, which was in accordance with previous understanding, as follows:

"Commission agreeable to letting work in two contracts, dividing at west end of McKern Lane. State Commission understand county fund will be ~~xxxxxxx~~ provided up to $40,000 on Cole's Bridge-West End McKern Lane Section for grading, surfacing, draining and new bridges at Cole's Bridge and Beech Creek. State's funds to be applied on McKern Lane-Cummings Creek section. Also county will secure right of way for entire project forthwith. Please advise if this understanding is correct, addressing reply wire Imperial hotel Tuesday."

The part of our reply touching on this matter which was sent you as requested, was "There will be no objection to county co-operating as suggested, unless prevented by court action."

Later when Mr. Duby, Mr. Klein and Mr. Wanzer was up this way on June 16th and 17th, the matter of the contracts was talked, and it was agreed at the time that as soon as the contract was sent us for signature, that I should write to Mr. Klein or the Commission and acknowledge receipt of them and state that thay would be completed on July 5th, when our board met in regular session, and that letter would be ample until the contracts could be returned.

On examining these contracts, I find that instead on them being a contract from Cole's Bridge to the West End of McKern Lane, they are a contract from Cole's Bridge to station 172/00, this station being the crossing of the John Day river west of Mt. Vernon, which includes between one-half and three-fourths of a mile of the road beyond the west end of the McKern Lane, and this particular part of the road beyond the west end of the McKern lane is still in court. I cannot understand why this change in the unit that we were to construct without first taking the matter up with us. The estimated amount of the contract is satisfactory, but that part beyond the west end of the McKern Lane cannot be undertaken by us, while this case is in court, because it includes that particular tract. The attorney for the injunction claimants is familiar with with your tele-

Commissioner
Caverhill, Oregon

ROUND
County Commissioner
John Day, Oregon

OFFICE OF
COUNTY COURT OF GRANT COUNTY
CANYON CITY, OREGON

Ore. State Highway Com-2

gram of May 28th and also our answer of May 29th, and they have stated that if the county bond money was expended on the road from Cole's Bridge to the west end of the McKern Lane and the bridges along that particular section, there could be no objection raised, and I feel sure that if this contract had come to us as understood, that it is likely possible that the injunction proceeding would not be pressed further. It is quite likely that the the grading, surfacing, draining and the new bridges at Cole's bridge and at Beeck Creek would reach the $40,000, or close to it.

It is my suggestion that these units be changed to conform to our understanding as indicated by your telegram of May 28th, or if that would be inconvenient to do, that you join in that contract from Cole's Bridge to the river crossing west of Mt. Vernon, and send us an agreement to pay to you the cost of the construction of the road from Cole's Bridge to the west end of McKern Lane and the bridges up to $40,000, and we can sign this agreement and return it to you. We can be supplied with a statement of the cost of the road from Cole's Bridge to the west end of the McKern Lane, and this statement is all the we will need on which to base our payments under the suggested agreement. If, however, you should desire that we contract with Bauers and Bauers direct, make up a new contract from Cole's Bridge to the West end of the McKern Lane, Station, 149+83.7, send it to us by July 6th, and we will execute and deliver the contracts as you suggest.

Personally I am disappointed that this change should have crept into the contract, and my board is ready and anxious to carry out every part of our agreement and arrangement relative to contructing or putting our $40,000 on the road from Cole's Bridge to the west end of the McKern Lane, sine that particular part of the section let to Bauers & Bauers is not included in the injunction suit, which is yet in court.

Trusting that I may hear from you by early mail with the revised contracts or an agreement as suggested, I beg to remain,

Most truly yours,

County Judge

ANSWERED
S. H. Probert

Form No. 89.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date June 30, 1933

Job Name Grading and surfacing Coles Bridge - Cummings Creek

Week from June 24 to 30

Mail Address Mt. Vernon.

Highway John Day

Telegraph or Telephone Address " "

County Grant Job Prefix 12 PF

Express and Freight Address " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Ther has beena small crew at work clearing right of way an since there was not much clearing to be done they are pretty well along with it.

One sub' is at work at the West end of Mc Kern Lane.

Another out fit come in to start work in Mc Kern Lane but due to alleged missrepresentation on the part of Mr Bowers they left for other parts. Mr Bowers informed me that another outfit is on it way to this job.

All right of way is now staked for clearing as far west as Sta. 418

All of the line is cross-sectioned between Mt Vernon and the river crossing ~~bute~~ at Sta 175. also from Sta 205 to Sta 218.

Weather hot and dry.

RECEIVED
JUL 3 1933
W. WANZER

Signed A. A. Kirkwood

Title Res Engr

(See back of this sheet for instructions and detailed information.)

Form No. 39.

OREGON STATE HIGHWAY DEPARTMENT

GRADING CONSTRUCTION

Total miles of grading on project 14.08

Miles completed 00

Miles completed except finishing 0.2

Miles covered by contractor's forces 0.5

Miles cross-sectioned 18

Miles cross-sections completed and checked 00

Miles to be remeasured 00

Number men in Engineering Party 4

Contractor's average force for week 8 men,

5 teams, 0 steam shovels

Grading work will be completed about

ROCK OR GRAVEL SURFACING

Total miles surfacing on project

Miles completed

Miles partially done

Average daily yardage placed this week

Average daily yardage necessary to complete on time

Contractor's average force for week men,

teams, trucks

Percentage of total required yardage now in place

Surfacing will be completed about

Number men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem Office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE.—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project

Miles paving completed

Average daily sq. yds. this week

Miles shoulders completed both sides

Contractor's average force for week men,

teams, trucks

Percentage of total required yardage now in place

Job will be completed about

Number men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job 12 PF Percentage 84

Other jobs 12 DC Percentage 8

Other jobs 12 MG Percentage 4

Other jobs 12 MH Percentage 4

Form No. 89.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date June 23, 1923

Job Name Grading
Coles Bridge-Cummings Creek
Highway John Day
County Grant Job Prefix 12 P.F.

Week from June 17 to 23
Mail Address Mt. Vernon
Telegraph or Telephone Address " "
Express and Freight Address " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

The contractors have not yet moved in on the job except that two men have been clearing right of way on the upper end of the job.

I am informed by Mr Bowers that three subs will be on the job next week.

Mr Ray Shot joined the party Saturday morning.

My party has been staking right of way for clearing and fencing, staking drain ditches for contractors convenience, running & and cross-sectioning road bed.

A heavy rain fell Saturday, June 23. The remainder of the week has been cloudy with occasional showers.

NOTED

(See back of this sheet for instructions and detailed information.)

Signed A. A. Kirkwood

Title Res Engr.

GRADING CONSTRUCTION

Total miles of grading on project 14.08

Miles completed 00

Miles completed except finishing 00

Miles covered by contractor's forces 00

Miles cross-sectioned 1.0

Miles cross-sections completed and checked 00

Miles [redacted] 3 to June 21 / 4 after June 21.

Number men in Engineering Party

Contractor's average force for week 2 men,

0 teams, 0 steam shovels

Grading work will be completed about

ROCK OR GRAVEL SURFACING

Total miles surfacing on project

Miles completed

Miles partially done

Average daily yardage placed this week

Average daily yardage necessary to complete on time

Contractor's average force for week men,

teams, trucks

Percentage of total required yardage now in place

Surfacing will be completed about

Number men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem Office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

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Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE.—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project

Miles paving completed

Average daily sq. yds. this week

Miles shoulders completed both sides

Contractor's average force for week men,

teams, trucks

Percentage of total required yardage now in place

Job will be completed about

Number men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which ... have worked this week with percentage of this week's tim... each.

This job 12 P F Percentage 75

Other jobs 12 D C Percentage 10

Other jobs 12 M C Percentage 10

Other jobs 12 M H Percentage 5

OREGON STATE HIGHWAY COMMISSION

June 23, 1923.

PR#92

Mr. C. W. Wanser,
Division Engineer,
The Dalles, Oregon.

Dear Sir:

Please see copy of Mr. McCullough's letter dated June 15, attached hereto, relating to the location of the Moore's Ranch bridge. In view of Mr. McCullough's recommendation, it would appear very desirable to tie the location of the bridge to the upper crossing or Station 625; therefore, please see to it that the county secures the right of way for the upper location.

Very truly yours,

State Highway Engineer.

RAK:HI

Bridge dept
Please note and
return to file
RAK

Noted:
C.W.W.

...DUZER, PORTLAND } COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM June 15, 1923.

Mr. R. A. Klein,
State Highway Engineer,
O F F I C E.

Dear Sir:-

Relative to the attached communication from Mr. C. W. Wanzer in regard to the location of the bridge over the John Day River known as the Moore's Ranch Bridge, I wish to advise that I have made an investigation in the field and find that the revision which was requested by the County Court, to wit:- the location at station 635, is much superior as regards maintenance of channel than the present location (station 687). As located, the bridge is below a rather abrupt bend of the channel and my observation on Wednesday, June 13th, showed this stream to be cutting quite rapidly at the point of the bend.

If the bridge is constructed at station 687, considerable rip rap and channel maintenance will be necessary in order to prevent the entire course of the stream from changing and washing away a large portion of the proposed fill.

In view of the conditions at the site, I would, therefore, recommend that the last location be adopted, to wit:- the location at station 635.

Very truly yours,

Bridge Engineer.

CBM:GG
Encl.

12PF - Line Change.
File 14.

The Dalles, Ore., June 13, 1923.

JUN 1 - 1923

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Attention Mr. S. H. Probert.

Dear Sir:

Your favor of June 7th in regard to tentative revision of the line on the west end of the Coles Bridge-Cummings Creek Section, Oregon Federal Aid Project No. 92, received and contents noted.

As the project now stands, and has been approved by the Federal Government, and for which the contract is let, comprising the original line as was used from Station 00 to Station 488/38.7; thence on a revised line to Station 696/05 = 702/88.4; thence on the original line to the end of the project at Station 748/50.

This line calls for a bridge across the John Day River at Station 687. The revision was made at the request of the County Court, which would change this bridge site to approximately Station 635, this revision being made purely as a concession to the County Court in order that it would help them out materially in securing the necessary right of way. From the data prepared by Mr. Kirkwood, the cost of this revision would be approximately the same, and the distance and grade would be just as good. As stated in my previous letter of March 12th, it was not desired to consider this change in preparing the plans for the Federal Aid Project, for the reason that if this latter revision was accepted and approved it would take away the trading value which this revision now has, and which will be of material benefit to Grant County, the party owning the land on both lines being the same, and he has stated that if he could have the line revised so as to conform to this latter revision he would donate and give free of charge the right of way to the County. As you know, there has been considerable litigation over this line, and the owner of this property was one of the litigants. Therefore, at this time it is not considered policy to allow him to think that we would make the change he desires, as he was scrapping to have the line located entirely upon the north side of the river.

This latter revision, which would change the bridge location to Station 635, has been viewed by Mr. A. F. Morris, of the Bureau of Public Roads, whom I believe has reported that either line

would be satisfactory to them. In talking over the phone yesterday with Mr. C. L. McKesson, in the absence of Mr. Purcell, he advised me that there would probably be no trouble in making this change, if we wished, as the same could be done later and a revised sheet be made out under the heading of a minor change, which would meet with their approval.

From what information I can get from the Bridge Department, who have not as yet finally passed upon the matter, I understand that practically the same plans can be used in either location, and the cost will be practically the same in either case. Also I believe it would be immaterial to the successful bidder for the bridges as to which location was finally adopted. If anything, it would be slightly in favor of the revised, or tentativly proposed revision, being a little more acceptable.

Therefore, in view of this fact, until I have definite assurance from the Grant County Court as to the settlement of the right of way question, I recommend that the contract calling for the bridge at the point in question be along the original, or adopted line, viz., at Station 687, but that the special provisions be incorporated in such proposal for said bridge, calling attention to the fact that the location may be changed to approximately Station 635, and for the bidder to so state in his proposal that he is willing to build the bridge at his unit prices bid at either location, or to call for alternate bids covering both locations.

Yours very truly,

C. W. Wanzer,
Division Engineer.

CWW:kl

cc. Mr. C. B. McCullough.

OREGON STATE HIGHWAY DEPARTMENT PROJECT NO. 98

Three Bridges on the Coles Bridge-Cummins Creek Section of the John Day Highway in Grant County.

(Estimate with plans. No as basis for agreement.)

Salem, Oregon, June 23, 1923.

Sta. 3 00 - Bridge #987

13	cu. yds.	Class "A" Concrete	$27.00	$ 351.00
82	cu. yds.	Class "B" Concrete	23.00	1,886.00
3,000	lbs.	Metal Reinforcement	.07	210.00
90,000	lbs.	Structural Steel	.10	9,000.00
800	lin. ft.	Piling	.75	600.00
16	M-F BM	Lumber	70.00	1,120.00
80	lin. ft.	Trestle Superstructure	16.00	1,280.00
190	cu. yds.	Excavation	3.50	665.00

Sta. 173 - Bridge #988

13	cu. yds.	Class "A" Concrete	$27.00	$ 351.00
67	cu. yds.	Class "B" Concrete	23.00	1,541.00
2,500	lbs.	Metal Reinforcement	.07	175.00
90,000	lbs.	Structural Steel	.10	9,000.00
2,300	lin. ft.	Piling	.75	1,725.00
18	M-F BM	Lumber	70.00	1,260.00
210	lin. ft.	Superstructure	16.00	3,360.00
210	cu. yds.	Excavation	3.50	735.00

Sta. 697 - Bridge #989

14	cu. yds.	Class "A" Concrete	$27.00	$ 378.00
66	cu. yds.	Class "B" Concrete	23.00	1,518.00
2,500	lbs.	Metal Reinforcement	.07	175.00
90,000	lbs.	Structural Steel	.10	9,000.00
1,300	lin. ft.	Piling	.75	975.00
16	M-F BM	Lumber	70.00	1,120.00
95	lin. ft.	Trestle Superstructure	16.00	1,520.00
150	cu. yds.	Excavation	3.50	525.00
			Sub-total	$48,470.00
			10% Engr. & Cont.	4,847.00
				$53,317.00

State Funds Available	$28,317.00
Federal Funds Requested	25,000.00
	$53,317.00

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS.
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.....

POST OFFICE BUILDING,
PORTLAND, OREG.

June 20, 1923.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

ATTENTION MR. McCULLOUGH

Confirming the conversation as between Mr. McCullough and Mr. McMinn of our office this morning, after investigation it is believed that the clearance on the Mt. Vernon bridge and on the Moore Ranch bridge, Oregon project No. 92, John Day Highway, is inadequate, and request is made that a suitable clearance be provided. It is thought that as a minimum requirement the grade should be raised at the Mt. Vernon bridge 2'6" and 2' at the Moore Ranch bridge.

Very truly yours,

C. H. PURCELL, District Engineer,

By L. J. McKenna
Acting.

Form No. 39.

12

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

RECEIVED
JUN 23 1923

Date June 16, 1923

Job Name Grading
Coles Bridge - Cummings Creek
Highway John Day
County Grant Job Prefix 12 P.F.

Week from June 10 to 16
Mail Address Mt. Vernon
Telegraph or Telephone Address " "
Express and Freight Address " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

No work has started on this unit as yet. However Mr Bowers, who raported to me in Dayville on Thursday stated that two subs and a right-of-way gang would be ready to start work within a few days. Bowers will not move in for some time.

I moved to Mt Vernon on Friday and Saturday of this week.

Weather cold and cloudy with local showers.

NOTED
W. WANZER

(See back of this sheet for instructions and detailed information.)

Signed A. A. Kirkwood

Title Res. Engr.

GRADING CONSTRUCTION

Total miles of grading on project 14.08

Miles completed 00

Miles completed except finishing 00

Miles covered by contractor's forces 00

Miles cross-sectioned 00

Miles cross-sections completed and checked 00

Miles to be remeasured —

Number men in Engineering Party 3

Contractor's average force for week 0 men,

0 teams, 0 steam shovels

Grading work will be completed about —

ROCK OR GRAVEL SURFACING

Total miles surfacing on project

Miles completed

Miles partially done

Average daily yardage placed this week

Average daily yardage necessary to complete on time

Contractor's average force for week men,

teams, trucks

Percentage of total required yardage now in place

Surfacing will be completed about

Number men in Engineering Party

SURVEYS

Total mileage at section to be surveyed 0

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE.—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project

Miles paving completed

Average daily sq. yds. this week

Miles shoulders completed both sides

Contractor's average force for week men,

teams, trucks

Percentage of total required yardage now in place

Job will be completed about

Number men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem Office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

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Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job 12PF *Percentage* 75

Other jobs 1206 *Percentage* 10

Other jobs 12MG *Percentage* 10

Other jobs 12MH *Percentage* 5

Form No. 39.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

RECEIVED
JUN 25 1923

Date June 16, 1923

Job Name Reconnaissance Mitchell to John Day Highway

Week from June 10 to 16

Highway Ochoco

Mail Address Mt. Vernon.

Telegraph or Telephone Address " "

County Wheeler Job Prefix 12 P.F.

Express and Freight Address " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

I am including in this report the reconnaissance for the extension of the Ochoco Highway between Mitchell and the John Day Highway at the mouth of Rock Creek. On this Dean Swift and myself spent the first three days of the week. The results which we secured were to me, quite satisfying. A 5% grade can be had from the mouth of Rock creek to the summit with only about 1.75 miles of rock work. The remainder of the 28 miles is not heavy work and principally common. Total distance between Mitchell and John Day Highway by this rout is approximately 225 miles. Elevation of Summit 4500. Several surveys have been made between the Mountain creek sumit and Mitchell my reconnaissance ended at the Mountain Creek sumit.

NOTED
W. WANZER

(See back of this sheet for instructions and detailed information.)

Signed A. A. Kirkwood

Title Res. Engr.

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week .....*men,*

.....*teams,* .....*steam shovels*

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week .....*men,*

.....*teams,* .....*trucks*

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem Office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

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Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE.—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week .....*men,*

.....*teams,* .....*trucks*

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No.....

POST OFFICE BUILDING,
PORTLAND, OREG.

June 16, 1923.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

ATTENTION MR. McCULLOUGH

Herewith returned one set of prints for bridges over the John Day river, Grant County, Oregon Federal aid project No. 92, with corrections noted in red for loading of piles, details of steel truss and possible clearances between highwater and steel. The clearances indicated on the plans are apparently somewhat small unless the highwater mark indicated is extreme highwater. There is some drift in this river and the clearance which at one place is only 1'2" would not be sufficient for the highwater stage which apparently is average highwater from information available in photographs and from field inspector, without having definite elevations on which to base judgment.

Your Resident Engineer and Mr. Morris of this office are going over these sites this week and the question of clearance will probably be definitely determined by actual elevations obtained in the field.

Very truly yours,

C. H. PURCELL, District Engineer,

By B. J. McKinney
Acting.

FORM 2A 21533 2M-6-23

WILLIAM DUBY, BAKER, CHAIRMAN
H. STEVAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

PBK 9 of

Arlington Ore.
June 15 23.

H.B.G.

I saw Mr Bauers ; Bauers & Bauers this evening and he said that on the Cummins Creek - Coles Bridge contracts that the short unit had the long time limit and the long unit the short time limit. If this is so, it is, of course, incorrect and should be corrected. - - The long unit #2 contracts were sent ~~to~~ to Judge Malone today to sign after Mr Van Winger had signed so will be back to Salem in a few days.

Roy A. Klein

NOTED
H. B. GLASGYE

June 12, 1923.

Bauers & Bauers,
Dayton, Washington.

PRF

Gentlemen:

Receipt is acknowledged of your letter of the 7th inst. regarding time limit on Unit No. 1 for the Coles Bridge-Cummins Creek Section.

In reply will say that the time limit on Unit No. 1, covering the grading and surfacing of the 3.26 miles in the vicinity of Mt. Vernon has been set as November 30, 1923. That for Unit No. 2 covering the grading and surfacing of 10.82 miles, has been set for June 30, 1924. If this does not correspond to the dates set in the contracts we will see that they are changed as soon as we receive them from your surety.

The reason that we have set November 30, 1923 as the date of completion on Unit No. 1 is due to the fact that this work is in the vicinity of Mt. Vernon and follows closely the old road now in existence. As soon as this portion is constructed it will give an outlet to the old road along the north side of the river which is a very desirable feature inasmuch as it will eliminate confusion both to yourselves and to the general public while your construction operations are underway.

It is our desire that the work start at the east end or Mt. Vernon and inspite of the fact that you take it from the wording of the contract that we wish you to start at the west end. The reason that you understood that we wanted the work started at the west end is probably due to the fact that the map is printed up side down, that is, the left hand side of the map instead of being the west end of the job is really the east end of the job.

We trust that this explanation is satisfactory.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Chief Clerk.

HBG:IM

BAUERS & BAUERS
GENERAL CONTRACTORS
DAYTON, WASH.

RECEIVED
JUN 11 1923
OREGON
STATE HIGHWAY COMMISSION

June 7, 1923

Hon. Roy A Klein
State Highway Engineer
Salem, Oregon,

Dear Sir;-

We have this day signed the contracts covering the Coles Bridge to Cummins Creek section of the John Day highway, and have mailed the same to the bonding agents (McCarger, Bates and Lively) for their execution.

We wish to call your attention to the time limit set on unit one, which seems to us to be rather short for the amount of work involved.

We also wish to know if it is the intention of the highway department to have us start the work on the west end, as the time limit s or the two contracts would imply.

Sincerely yours,

Bauers & Bauers

By Carl Bauers

unit 1 Nov 30 - 1923 — .26
2 June 30 - 1924 — 10.82

ANSWERED
H. R. G.

June 15th, 1923.

Mr. C. W. Wanser,
Division Engineer,
The Dalles, Oregon.

PR 92

Dear Sir:

In reply to yours of the 12th, you will please use Prefix 12 PF for Unit No. 1 and 12 PF-1 for Unit No. 2 of the Celes Bridge-Cummings Creek Section of the John Day Highway in Grant County.

Very truly yours,

[illegible]
State Highway Engineer

By

Office Engineer.

Dic by L.E.Parsons
AP

CC Mr. A. A. Kirkwood, Res. Engr.
Bayville, Oregon.

...KLER, CHAIRMAN
...ZER, PORTLAND
...ALONE, CORVALLIS
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

12PF - Prefix.
File 52.

SALEM

The Dalles, Ore., June 12, 1923.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Attention Mr. Probert.

Dear Sir:

We are in receipt of copies of contracts No. 667 and 668, covering Units No. 1 and 2 of the Coles Bridge-Cummings Creek Section.

Please advise us at once whether it is the intention to charge all work in connection with these two contracts to a single prefix, 12PF.

Yours truly,

12PF Unit #1
12PF-1 Unit #2

C. W. Wanzer,
Division Engineer.

AMA:kl

cc. Mr. A. A. Kirkwood.

Ans'd

RECEIVED
JUN 13 1923

FORM 3A 31623 3M-6-23

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. M. MALONE, CORVALLIS
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

12PF - Line Change.
File 14.

The Dalles, Ore., June 13, 1923.

PR#92

RECEIVED
JUN 14 1923
STATE HIGHWAY

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

REFERRED TO

Attention Mr. S. H. Probert.

BY R. A. K.

Dear Sir:

Your favor of June 7th in regard to tentative revision of the line on the west end of the Coles Bridge-Cummings Creek Section, Oregon Federal Aid Project No. 92, received and contents noted.

As the project now stands, and has been approved by the Federal Government, and for which the contract is let, comprising the original line as was used from Station 00 to Station 488/38.7; thence on a revised line to Station 696/05 = 702/88.4; thence on the original line to the end of the project at Station 748/50.

This line calls for a bridge across the John Day River at Station 687. This revision was made at the request of the County Court, which would change this bridge site to approximately Station 635, this revision being made purely as a concession to the County Court in order that it would help them out materially in securing the necessary right of way. From the data prepared by Mr. Kirkwood, the cost of this revision would be approximately the same, and the distance and grade would be just as good. As stated in my previous letter of March 12th, it was not desired to consider this change in preparing the plans for the Federal Aid Project, for the reason that if this latter revision was accepted and approved it would take away the trading value which this revision now has, and which will be of material benefit to Grant County, the party owning the land on both lines being the same, and he has stated that if he could have the line revised so as to conform to this latter revision he would donate and give free of charge the right of way to the County. As you know, there has been considerable litigation over this line, and the owner of this property was one of the litigants. Therefore, at this time it is not considered policy to allow him to think that we would make the change he desires, as he was scrapping to have the line located entirely upon the north side of the river.

This latter revision, which would change the bridge location to Station 635, has been viewed by Mr. A. F. Morris, of the Bureau of Public Roads, whom I believe has reported that either line

would be satisfactory to them. In talking over the phone yesterday with Mr. C. L. McKesson, in the absence of Mr. Purcell, he advised me that there would probably be no trouble in making this change, if we wished, as the same could be done later and a revised sheet be made out under the heading of a minor change, which would meet with their approval.

From what information I can get from the Bridge Department, who have not as yet finally passed upon the matter, I understand that practically the same plans can be used in either location, and the cost will be practically the same in either case. Also I believe it would be immaterial to the successful bidder for the bridges as to which location was finally adopted. If anything, it would be slightly in favor of the revised, or tentativly proposed revision, being a little more acceptable.

Therefore, in view of this fact, until I have definite assurance from the Grant County Court as to the settlement of the right of way question, I recommend that the contract calling for the bridge at the point in question be along the original, or adopted line, viz., at Station 687, but that the special provisions be incorporated in such proposal for said bridge, calling attention to the fact that the location may be changed to approximately Station 635, and for the bidder to so state in his proposal that he is willing to build the bridge at his unit prices bid at either location, or to call for alternate bids covering both locations.

Yours very truly,

C. W. Wanzer,
Division Engineer.

CWW:kl

cc. Mr. C. B. McCullough.

June 7th, 1923.

Mr. C. W. Wenzer,
Division Engineer,
The Dalles, Oregon.

FR 92

Dear Sir:

On March 7th, we wrote you relative to a revision in the line on the West end of the Celco Bridge-Cummins Creek Section, Oregon Federal Aid Project No. 92.

This proposed change involved a shifting of the bridge across the John Day River from Station 657 to 635. On March 12 you wrote us advising that the changes considered were tentative only and that before any change was made, the approval of the Bureau of Public Roads and the Bridge Department would be secured.

On March 15th, we wrote the Bureau of Public Roads relative to this matter. The last paragraph of our letter read as follows:

> " In case the matter comes up again later, and it would appear that the revised line should be adopted, the matter will be taken up with you for approval before any definite action is taken."

Reference is now made to your letter of the 5th inst., addressed to the attention of Mr. C. B. McCullough in which you state that you were forwarding a vicinity map and profile of the site of the proposed bridge over the John Day River near Station 653 + 50. We presume from that that a revision is proposed, starting somewhere back of Station 650 and shifting the line to the north side of the river.

Will you please advise us whether this change has been taken up with the Bureau of Public Roads and their approval secured? In view of the paragraph quoted from our letter, it would appear that this action should have been especially desirable. If their approval has been secured without their requiring any revised plans, the matter would appear to be closed; otherwise, we should be furnished immediately with the profile, alignment and cross-sections of the revision in order that we may

Mr. C. H. Wanner, #2

prepare revised plans and secure the approval of the Bureau with as little delay as possible.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer .

Dic by J. W. DeBonne.
AP

The Highway Commission announces the award of a contract to Bauers & Bauers for the grading and surfacing of the Cummins Creek-Coles Bridge Section of the John Day Highway in Grant County. The bid price is $157,000 and the length 14 miles. Grant County is cooperating to the extent of $40,000 from county bond funds. This is the last gap in the John Day Highway to be placed under contract between Condon and Prairie City, a distance of 144 miles. Condon being at the south end of the Condon Branch Railroad and Prairie City being the west end of the Sumpter Valley Railroad. The completion of this highway will effect a material saving in the cost of transporting farm products to the railroads and returning supplies.

Bids on this project were received March 1st but the award of the contract has been held pending the outcome of litigation instituted by certain citizens of Grant County seeking to require the Commission to construct the highway on the north side of the John Day River instead of the south side which was the location chosen by the Highway Commission.

The case was heard before Judge Biggs at Canyon City recently and decided in favor of the Highway Commission.

June 8, 1925

Mr. C. W. Wanser,
Division Engineer,
The Dalles, Oregon.

P.R.H.

Dear Sir:

I note that on the contract for the Cummins Creek-Coles Bridge Section, concrete headwalls are provided and that due, probably, to the long railroad and truck haul on cement, that the price is correspondingly high. In the aggregate this amounts to a large sum which possibly could be saved, at least in part.

It is not my idea that we can do away with concrete headwalls entirely and there are, no doubt, places where they are very badly needed. Where headwalls are built and the roadbed section is not full width I believe that they should be set well out beyond any reasonable chance of having to move them if the roadbed is widened, particularly referring to the widening on the inside of curves to lessen the degree of curvature.

It would appear that on this job where rock is convenient that the ends of the pipes could be rip rapped with one man stone which would answer the same purpose, at a much less expense.

Also, headwalls generally are not desirable items from the contractors viewpoint, so no doubt they would be willing to lessen the number.

It is noted also that on this job there is a price on the rubble masonry which is much less than concrete which could be substituted where headwalls are needed.

In eliminating the headwalls it will probably be necessary to lengthen the culvert pipe which should be remembered when the culverts are ordered.

I do not wish to be understood as favoring the absolute elimination of concrete headwalls but only keeping in mind that they can be added at a later date if needed, when funds for betterment will be available and will result in the meantime of lowering construction costs to an appreciable extent and make possible further work which otherwise we would be unable to do.

This same line of reasoning may, no doubt, be applied elsewhere in your division.

Very truly yours,

State Highway Engineer.

BAK:LM

cc. H. H. Frubert, Office.

June 5, 1923

PF #92

Mr. C. W. Wanser,
Division Engineer,
The Dalles, Oregon.

Dear Sir:

Chairman Duby has requested that if possible the work on the east end of the Coles Bridge-Cummins Creek Section be handled first. This should be done in order to provide for a completed section which can be used in connection with the old road next winter in the event that the grading and surfacing on the section on the south side of the river and the bridges are not completed.

I presume that you have the same thing in mind but wish to take the matter up so that we will both be working along the same lines.

Very truly yours,

State Highway Engineer.

BAK:ZH

CHAIRMAN
V. BAKER
N DUZER, PORTLAND
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

May 31st. 1923.

State Highway Department,
Salem, Oregon.

Gentlemen:-

Attention Mr. Klein

I received your wire last evening along the road referring to that section of the John Day Highway that has been in dispute for so long. Think it well to proceed with the work, but would suggest that if it can be done, the work be started from the East end. That is the Mount Vernon end of the road.

I think it only a matter of a very short time that these people will see that it will avail them nothing to carry it to the supreme court and they no doubt will proceed no further with their suit.

I am very glad things are taking the turn they have. If anything new in the matter shows up, please advise me.

Very truly yours,

WD:M

Wm Duby
Commissioner.

RECEIVED
JUN 2 1923
STATE

June 5, 1923

Mr. C. W. Wanner,
Division Engineer,
The Dalles, Oregon.

PR#92

Dear Sir:

I note that on the contract for the Cummins Creek-Coles Bridge Section, concrete headwalls are provided and that due, probably, to the long railroad and truck haul on cement, that the price is correspondingly high. In the aggregate this amounts to a large sum which possibly could be saved, at least in part.

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Also, headwalls generally are not desirable items from the contractors viewpoint, so no doubt they would be willing to lessen the number.

It is noted also that on this job there is a price on the rubble masonry which is much less than concrete which could be substituted where headwalls are needed.

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I do not wish to be understood as favoring the absolute elimination of concrete headwalls but only keeping in mind that they can be added at a later date if needed, when funds for betterment will be available and will result in the meantime of lowering construction costs to an appreciable extent and make possible further work which otherwise we would be unable to do.

This same line of reasoning may, no doubt, be applied elsewhere in your division.

Very truly yours,

State Highway Engineer.

BAK:EM

cc. S. H. Probert, Office.

F 818

PACIFIC TELEGRAM

CLASS OF SERVICE

TELEGRAM		DAY LETTER	SYMBOL DAY L.	NIGHT MESSAGE	SYMBOL NITE	NIGHT LETTER	SYMBOL N.L.

IF NONE OF THE THREE SYMBOLS SHOWN ABOVE APPEARS AFTER THE CHECK (NUMBER OF WORDS) THIS IS A TELEGRAM.
OTHERWISE ITS CHARACTER IS INDICATED BY THE SYMBOL APPEARING AFTER THE CHECK.

RECEIVED AT
WW 60 55 33 PD

921 Jr

CANYON CITY ORE 1158AM MAY 30 23

OREGON STATE HIGHWAY COMMISSION

% IMPERIAL HOTEL

PORTLAND ORE

IF SOUTH SIDE LOCATION IS THE ONLY ONE ACCEPTABLE TO YOUR COMMISSION THERE IS NOTHING TO DO BUT TO SIGN CONTRACT AND LOCAL ADJUSTMENTS DESIRED WILL BE TAKEN UP WITH YOU AT ONCE.

ORIN L PATTERSON

1210PM

wired this to Kelly on Train four at Hood River Today
R.K.

winter.

The death of Attorney J. E. Marks, who was chief counsel for those who instituted the injunction prodeedings against the county, may occasion some delay in the court proceedings, but I think it is the arrangement to argue the demurrer before the circuit court this coming Saturday, the 19th inst.

The town of John Day is busy working on their right of way for the John Day Highway through the town, and hope to have matters in shape to make some kind of a proposition for the construction of this small section at an early meeting of your commission.

Respectfully,

Orin L. Patterson

County Judge

PACIFIC TELEGRAM

CLASS OF SERVICE DESIRED

TELEGRAM		DAY LETTER		NIGHT MESSAGE		NIGHT LETTER	

PATRONS SHOULD CHECK THE CLASS OF SERVICE DESIRED; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A TELEGRAM

RECORDER'S NUMBER	TIME FILED M.	CHECK

Send the following message, subject to the terms and conditions printed on the back hereof, which are hereby agreed to.

19

To Judge Patterson

Canyon City, Ore

Compromise route suggested in your wire today not satisfactory to Commission stop Only acceptable route is original south side location with possible change at Monroe Stop Please give immediate answer Wednesday so that Commission may sign contract for release contractor

Roy A. Klein, Secretary

SENDER'S ADDRESS FOR ANSWER

SENDER'S TELEPHONE NUMBER

winter.

The death of Attorney J. E. Marks, who was chief counsel for those who instituted the injunction proceedings against the county, may occasion some delay in the court proceedings, but I think it is the arrangement to argue the demurrer before the circuit court this coming Saturday, the 19th inst.

The town of John Day is busy working on thei right of way for the John Day Highway through the town, and hope to have matters in shape to make some kind of a proposition for the construction of this small section at an early meeting of your commission.

Respectfully,

Chas. L. Patterson

County Judge

PACIFIC TELEGRAM

CLASS OF SERVICE

TELEGRAM | DAY LETTER (SYMBOL DAY L) | NIGHT MESSAGE (SYMBOL NITE) | NIGHT LETTER (SYMBOL N L)

IF NONE OF THE THREE SYMBOLS SHOWN ABOVE APPEARS AFTER THE CHECK (NUMBER OF WORDS) THIS IS A TELEGRAM. OTHERWISE ITS CHARACTER IS INDICATED BY THE SYMBOL APPEARING AFTER THE CHECK.

RECEIVED AT

W W 50 50 84 PD NL

CANYON CITY ORE MAY 27 23

OREGON STATE HIGHWAY COMMISSION

520 COURT HOUSE

PORTLAND ORE

MR DEVERS STATED AFTER ARGUING THE INJUNCTION CASE FOR GRANT COUNTY THAT HE WOULD ADVISE THE SIGNING OF CONTRACT FOR MOUNT VERNON UNITE IN TWO SECTIONS COLES BRIDGE TO END MCKERN LANE AND MCKERN LANE TO CUMMINGS CREEK STOP IT WOULD SEEM THE ONLY THING TO DO AS MR DEVERS SUGGEST STOP PLAINTIFF GRANTED THIRTY DAYS TO FILE AMENDED COMPLAINT STOP SOME OF PLAINTIFF OPPOSE GOING FURTHER WITH SUIT SINCE COURT HERE WILL NOT GRANT INJUNCTION STOP LOCAL CHANGES DESIRED CANNOT BE TAKEN UP LATER

ORIN L PATTERSON 6AM

winter.

The death of Attorney J. E. Marks, who was chief counsel for those who instituted the injunction proceedings against the county, may occasion some delay in the court proceedings, but I think it is the arrangement to argue the demurrer before the circuit court this coming Saturday, the 19th inst.

The town of John Day is busy working on their right of way for the John Day Highway through the town, and hope to have matters in shape to make some kind of a proposition for the construction of this small section at an early meeting of your commission.

Respectfully,

Orin L Patterson

County Judge

Day Letter	
Night Message	
Night Letter	X

If no class of service is designated the message will be transmitted as a full-rate telegram.

COPY OF WESTERN UNION TELEGRAM

May 28 TH

Judge Patterson
Canyon City, Oregon

Commission agreeable to letting work on two contracts during at west end McKern Lane stop Commission understands Court funds will be provided up to forty thousand dollars on Olex Bridge west end McKern Lane section for grading, surfacing draining and new bridges at Olex Bridge and Beech Creek State funds to be applied on McKern Lane Commission will for entire project forth with if Please advise understanding be correct addressing reply care Imperial Hotel Tuesday

winter.

The death of Attorney J. E. Marks, who was chief counsel for those who instituted the injunction proceedings against the county, may occasion some delay in the court proceedings, but I think it is the arrangement to argue the demurrer before the circuit court this coming Saturday, the 19th inst.

The town of John Day is busy working on their right of way for the John Day Highway through the town, and hope to have matters in shape to make some kind of a proposition for the construction of this small section at an early meeting of your commission.

Respectfully,

Chas. L. Patterson

County Judge

PACIFIC TELEGRAM

CLASS OF SERVICE

TELEGRAM		DAY LETTER	SYMBOL DAY L	NIGHT MESSAGE	SYMBOL NITE	NIGHT LETTER	SYMBOL N L

IF NONE OF THE THREE SYMBOLS SHOWN ABOVE APPEARS AFTER THE CHECK (NUMBER OF WORDS) THIS IS A TELEGRAM. OTHERWISE ITS CHARACTER IS INDICATED BY THE SYMBOL APPEARING AFTER THE CHECK.

RECEIVED AT

WW 60-81 92 PD DAY L

CANYON CITY ORE 1135 AM MAY 29-23

OREGON STATE HIGHWAY COMMISSION

% IMPERIAL HOTEL

PORTLAND ORE

THERE WILL BE NO OBJECTION TO COUNTY COOPERATING AS SUGGESTED UNLESS PREVENTED BY COURT ACTION STOP WE HAVE ASSURANCES THAT INJUNCTION SUIT WILL BE DROPPED IF GENERAL LINE BURNS SURVEY COULD BE ADOPTED STOP THAT IS CROSS RIVER TO NORTH SIDE AT STOUTS RANCH PROCEEDINGS WEST ON NORTH SIDE TO CUMMINGS CREEK STOP OWING TO DREDGE OPTIONS ON LAND IN THAT LOCALITY THIS SHOULD BE CONSIDERED STOP MR DUBY I THINK IS FAMILIAR WITH CONDITIONS STOP COUNTY WILL COMPLETE RIGHT OF WAY TRANSACTION STOP PLEASE ADVISE IF SUGGESTION CHANGE WILL BE CONSIDERED

ORIN L PATTERSON

1225 PM

winter.

The death of Attorney J. E. Marks, who was chief counsel for those who instituted the injunction prodeedings against the county, may occasion some delay in the court proceedings, but I think it is the arrangement to argue the demurrer before the circuit court this coming Saturday, the 19th inst.

The town of John Day is busy working on their right of way for the John Day Highway through the town, and hope to have matters in shape to make some kind of a proposition for the construction of this small section at an early meeting of your commission.

Respectfully,

Orin L Patterson

County Judge

ERSON
County Judge
S. CAVERHILL
County Commissioner
Caverhill, Oregon
F. M. ROUND
County Commissioner
John Day, Oregon

OFFICE OF
COUNTY COURT OF GRANT COUNTY
CANYON CITY, OREGON

FILED 1923

May 16, 192 3

Oregon State Highway Commission,

Salem, Oregon

Dear sirs:

At the meeting of your commission on March 27th, the matter of that part of the Cole's Bridge-Cummings Creek section of the John Day Highway from Cole's Bridge to the west end of the McKern lane, being not in controversy or affected by the injunction suit, your body made an order requesting the Asst. Attorney General to draw up the contract with Bauers & Bauers for the construction of that section, with the understanding that if the suit was disposed of by the time of the completion of that part, that the contract would be extended to cover the remainder of the section.

Bauers & Bauers at that time advised your body that it would be agreeable to them to extend further time for the acceptance of their bid. Since that time, they have concluded to accept the proposition made at your last meeting in March, and I understand are ready to commence work on the unit from Cole's Bridge to the end of McKern lane, west of Mt. Vernon.

The completion of this part of the unit will make it necessary for the letting of the contract for the construction of the bridge across the river at what is known as Cole's Bridge. If this could be taken up at your next meeting, it would insure the conpletion of the bridge and that part of the unit to the west end of McKern lane before the coming winter.

The death of Attorney J. E. Marks, who was chief counsel for those who instituted the injunction prodeedings against the county, may occasion some delay in the court proceedings, but I think it is the arrangement to argue the demurrer before the circuit court this coming Saturday, the 19th inst.

The town of John Day is busy working on their right of way for the John Day Highway through the town, and hope to have matters in shape to make some kind of a proposition for the construction of this small section at an early meeting of your commission.

Respectfully,

Orin L Patterson

County Judge

PACIFIC TELEGRAM

PR#92

May 31, 1923.

Orin L. Patterson
County Judge
Canyon City, Oregon

Award of entire section made to Bauers and Bauers Please secure balance of right of way

Roy A. Klein

you will probably recommend to the Highway Commission that the contract for the Coles Bridge-Cummings Creek Section be awarded to Bauers & Bauers, and suggest that this contract should contain a clause waiving any claim for damage due to the delay to the signing of the contract caused by this litigation, except that an extension of time might be granted corresponding to the difference in time between the date of opening of the bids and the final signing of the contract.

You probably would take care of this matter any way, but thought that the suggestion at this ti e would not be out of place.

Yours very truly,

C. W. Wanzer

C. W. Wanzer,
Division Engineer.

CWW:kl
1 Encl.

FORM 2 80601-1000-1-23

R. A. BOOTH, EUGENE, CHAIRMAN
J. S. YEON, PORTLAND
W. B. BARRATT, HEPPNER
} COMMISSIONERS

ROY A. KLEIN, SECRETARY AND ASSISTANT ENGINEER

HERBERT NUNN
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION

SALEM

12 - Court Decision.
File 3.

The Dalles, Ore., May 21, 1923.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

PR #92

RECEIVED
MAY 23 1923
STATE HIGHWAY COMMISSION

Dear Sir:

Herewith for your information copy of telegram which we received from Mr. A. A. Kirkwood today, and which we read to you over the phone this date.

In all probability, as the result of the Court's decision, to which this telegram referrs, you will probably recommend to the Highway Commission that the contract for the Coles Bridge-Cummings Creek Section be awarded to Bauers & Bauers, and suggest that this contract should contain a clause waiving any claim for damage due to the delay to the signing of the contract caused by this litigation, except that an extension of time might be granted corresponding to the difference in time between the date of opening of the bids and the final signing of the contract.

You probably would take care of this matter any way, but thought that the suggestion at this ti e would not be out of place.

Yours very truly,

C. W. Wanzer

C. W. Wanzer,
Division Engineer.

CWW:kl
1 Encl.

PACIFIC TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT · GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Form 2217

CLASS OF SERVICE DESIRED	
Telegram	
Day Letter	
Night Message	
Night Letter	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

Receiver's No.
Check
Time Filed

Send the following message, subject to the terms on back hereof, which are hereby agreed to

DAYVILLE ORE ~~MAY 21 1923~~

RECEIVED
MAY 23 1923
STATE HIGHWAY

C W WANZER THE DALLES ORE

COURT'S DECISION DEMURRER OVER RULED STOP SCOTT'S SURVEY TERMED A PRELIMINARY AND FOR DESIGNATION ONLY HIGHWAY COMMISSION HAS WIDE LATITUDE BETWEEN JOHN DAY MT. VERNON AND DAYVILLE COUNTY MONEY CAN BE APPLIED ON ADOPTED LOCATION MR DEVERS MISINFORMED AS TO COURT'S DECISION

A A KIRKWOOD

Trestle Superstructure	95 cu. yds.	@	16.00	= 1,520.00
			TOTAL	= $14,630.00
			TOTAL FOR THREE BRIDGES	= $46,385.00

* Beech Creek in Mt. Vernon

76 lin ft Trestle 2000 -

* Included in Grading Contract

Estimate of Cost - Bridge No. 987 Cole Bridge

Station 3 of Coles Bridge-Cummings Creek Section
of the John Day River Highway.

John Day River
" Cole Bridge

- 0 -

Class B Concrete	95 cu. yds.	at	$23.00	=	$ 2,185.00
Metal Reinforcement	3,000 lbs.	"	0.07	=	210.00
Structural Steel	90,000 "	"	0.10	=	9,000.00
Piling	800 lin. ft.	"	0.75	=	600.00
Lumber	16 M	"	70.00	=	1,120.00
Trestle Superstructure	80 lin. ft.	"	16.00	=	1,280.00
			TOTAL	=	$14,395.00

John Day River in Mt. Vernon
" Mt. Vernon Bridge)

Bridge No. 988 - Station 173 - Same Section.

Class B Concrete	80 cu. yds.	at	$23.00	=	$ 1,840.00
Metal Reinforcement	2,500 lbs.	"	0.07	=	175.00
Structural Steel	90,000 "	"	0.10	=	9,000.00
Piling	2,300 lin. ft.	"	0.75	=	1,725.00
Lumber	18 M	"	70.00	=	1,260.00
Trestle Superstructure	210 lin.ft.	"	16.00	=	3,360.00
			TOTAL	=	$17,360.00

John Day River
" Moores Ranch Bridge"

Bridge No. 989 - Station 687 - Same Section.

Class B Concrete	80 cu. yds.	at	$23.00	=	$ 1,840.00
Metal Reinforcement	2,500 lbs.	"	0.07	=	175.00
Structural Steel	90,000 "	"	0.10	=	9,000.00
Piling	1,300 lin. ft.	"	0.75	=	975.00
Lumber	16 M	"	70.00	=	1,120.00
Trestle Superstructure	95 cu. yds.	"	16.00	=	1,520.00
			TOTAL	=	$14,430.00

TOTAL FOR THREE BRIDGES = $46,385.00

* Beech Creek in Mt. Vernon

76 lin ft Trestle

2000 -

* Included in Grading Contract

Estimate of Cost - Bridge No. 987

Station 3 of Coles Bridge-Cummings Creek Section
of the John Day River Highways

John Day River
"Cole Bridge"

- 0 -

Class B Concrete	95	cu. yds.	at	$23.00	=	$ 2,185.00
Metal Reinforcement	3,000	lbs.	"	0.07	=	210.00
Structural Steel	90,000	"	"	0.10	=	9,000.00
Piling	800	lin. ft.	"	0.75	=	600.00
Lumber	16	M	"	70.00	=	1,120.00
Trestle Superstructure	80	lin. ft.	"	16.00	=	1,280.00
				TOTAL	=	$14,395.00

John Day River in
Mt. Vernon
"Mt. Vernon Bridge"

Bridge No. 988 - Station 173 - Same Section.

Class B Concrete	80	cu. yds.	at	$23.00	=	$ 1,840.00
Metal Reinforcement	2,500	lbs.	"	0.07	=	175.00
Structural Steel	90,000	"	"	0.10	=	9,000.00
Piling	2,300	lin. ft.	"	0.75	=	1,725.00
Lumber	18	M	"	70.00	=	1,260.00
Trestle Superstructure	210	lin.ft.	"	16.00	=	3,360.00
				TOTAL	=	$17,360.00

John Day River
"Moores Ranch Bridge"

Bridge No. 989 - Station 687 - Same Section.

Class B Concrete	80	cu. yds.	at	$23.00	=	$ 1,840.00
Metal Reinforcement	2,500	lbs.	"	0.07	=	175.00
Structural Steel	90,000	"	"	0.10	=	9,000.00
Piling	1,300	lin. ft.	"	0.75	=	975.00
Lumber	16	M	"	70.00	=	1,120.00
Trestle Superstructure	95	cu. yds.	"	16.00	=	1,520.00
				TOTAL	=	$14,630.00

TOTAL FOR THREE BRIDGES = $46,385.00

* Bridge over Beach Creek in Mt Vernon.

76 lin. ft. Trestle

2000-

Included in Grading Contract.

BAUERS & BAUERS
GENERAL CONTRACTORS
DAYTON, WASH.

MAY 2 1923

May 1st, 1923

PR#92

R A K

Hon Roy A Klein
State Highway Engineer
Salem, Oregon.

Dear Sir;-

In re Coles Bridge to Cummins Creek section;-

Answering your letter of the 25th, we are willing to extend the time for the acceptance of our bid for thirty days further, being thirty days from May 1st.

Concerning the acceptance of the section from the bridge to the river crossing, the writer expects to be in Salem within the week, and would like to take the matter up with you further at that time.

Sincerely yours,

Bauers & Bauers

By Earl Bauers

ORIN L. PATTERSON
County Judge
W. S. CAVERHILL
County Commissioner
Caverhill, Oregon
F. M. ROUND
County Commissioner
John Day, Oregon

OFFICE OF
COUNTY COURT OF GRANT COUNTY
CANYON CITY, OREGON

12 PP
PP 1-92

NOTED
R. A. K.

April 12, 1923.

Mr. Roy A Klein,
Secretary State Highway Commission,
Salem, Oregon

Dear sir:

I notice that I have not replied to your letter of the 2nd inst., wherein you ask that I write to Bauers & Bauers and advise them as to the progress on the right of way on the Coles' Bridge-Cummings Creek Section of the John Day Highway.

I am pleased to advise you that this has been attended to, and this information is in their hands long ere this.

Respectfully,

Orin L Patterson

County Judge

RECEIVED
APR 11 1923

April 26, 1923.

P. R. 92

McCargar, Bates & Lively,
300-309 Yeon Building,
Portland, Oregon.

Attention Mr. Lively

Gentlemen:

In response to your letter of April 25, please see the attached copy of a letter written to Bauers & Bauers yesterday. At that time, I did not know that Judge Patterson had written to Bauers & Bauers. I think the letter is self-explanatory.

Of course, we can not promise definitely that the balance of the work will be released in the near future, but if it is released, my recommendation would be to award the whole to Bauers & Bauers if they will hold their bid. There have been other instances where for various reasons bids have been held for several months, and that procedure seemed to work out satisfactorily. It would be understood, of course, that we would grant an extension of time equivalent to the delay in making the award.

Very truly yours,

State Highway Engineer.

HAY:HI

McCARGAR, BATES AND LIVELY

GENERAL INSURANCE AGENTS

300-309 YEON BUILDING

PORTLAND, OREGON

J. McCARGAR
PAUL C. BATES
K. V. LIVELY
W. E. PEARSON

April 25, 1923

GENERAL AGENTS FOR

AETNA LIFE INSURANCE CO.
OF HARTFORD, CONN.
ACCIDENT AND HEALTH
COMPENSATION
LIABILITY
LIFE

AETNA CASUALTY & SURETY CO.
OF HARTFORD, CONN.
AUTOMOBILE
BURGLARY
FIDELITY AND SURETY
PLATE GLASS
SPRINKLER LEAKAGE

THE AUTOMOBILE INSURANCE CO.
OF HARTFORD, CONN.
AUTOMOBILE INSURANCE
PARCEL POST
MARINE
FIRE

CITY OF NEW YORK INSURANCE CO.
OF NEW YORK
AUTOMOBILE
FIRE

CENTURY INSURANCE CO., LTD.
OF EDINBURGH, SCOTLAND
FIRE

THE NATIONALE FIRE INSURANCE CO.
OF PARIS, FRANCE
FIRE

THE MARINE INSURANCE CO., LTD.
OF ENGLAND
AUTOMOBILE FIRE
MARINE

HARTFORD STEAM BOILER
INSPECTION & INSURANCE CO.
STEAM BOILERS
FLY WHEEL
ENGINE

Roy A. Klein, Assistant Highway Commissioner,
Salem, Oregon.

Dear Sir:

Re: Bauers and Bauers

In the matter of the Grant County highway work entitled Coles Bridge and Cummins Creek Section, Bauers and Bauers have advised us that they have received a letter from the County Judge asking them to accept three miles of work north of the river and intimating that the remainder of the contract will be awarded to them provided that an injunction which has already been brought to present the expenditures and funds south of the river is disposed of.

Bauers and Bauers are willing to do what is fair in the matter and we are willing to execute the bond for them upon this contract but they would like to be assured through some source that they would have the entire contract because the three mile section of the work would not be sufficient for them to make any money out of, particularly if they have to retain enough equipment for the entire work. We have understood that an injunction of this character would not hold but in view of Mr. Bauer's letter, we thought we had better submit the matter to you to see if you have any suggestions that would assist us. You will remember that we consented to a 30 day extention of time under date of March 31 and that matter should be disposed of within the next few days. If Bauers and Bauers cannot get this work, they wish to be in a position to figure upon some additional work that will be let about the 8th of May.

Trusting that you can give this matter your immediate attention and advise us what should be done, we are

Yours very truly,

McCARGAR, BATES & LIVELY

By K V Lively

KVL:EB

April 25, 1923.

P. R. 92

Bauers & Bauers,
Dayton, Washington.

Gentlemen:

Referring to the Cummins Creek-Coles Bridge Section of the John Day Highway in Grant County, on which the award is held up pending settlement of right of way difficulties on the south side of the river, beg to advise that our latest information now is that these right of way cases can not be brought into Court until the May term, which will make necessary possibly another thirty days delay. Would you be willing to extend the time another thirty days for the acceptance of your bid?

Another plan which has been suggested is that the 2½ mile section beginning at Coles Bridge and extending approximately a mile beyond Mount Vernon to the point of divergence of the north and south side routes be readvertised. I presume that if you are willing to take this section at the unit prices bid on the whole, that the county and the Commission would be willing to award you the contract on that section and your bid on the balance could be held open until the right of way matter is settled.

Would be pleased to hear from you very soon in regard to this matter.

Very truly yours,

State Highway Engineer.

RAK:HI

April 24, 1923

Mr. A. A. Kirkwood,
Resident Engineer,
Dayville, Oregon.

PR #92

Dear Sir:

We are today sending to you by parcel post the platted cross-sections for the Cummins Creek-Dolen Bridge Section.

We have no further use for this information and we are sending same to you, thinking that it may be of some value.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

3HP:AP

Filed in proper file

April 2, 1925

PR 92

Hon. Orin L. Patterson,
County Judge of Grant County,
Canyonv City, Oregon.

My dear Judge:

In order to confirm extension of time for Bauers & Bauers, the low bidders on the Cummins Creek-Coles Bridge Section, I asked them to confirm this extenion in writing which they say they have done.

I am attaching a copy of their letter and you will note that they have asked about the progress being made in the securing of right of way, and I would appreciate it if you would answer that part of their letter as you have first hand information.

Very truly yours,

Secretary.

RAK:LM

BAUERS & BAUERS
GENERAL CONTRACTORS
DAYTON, WASH.

March 31,1923

Hon Roy A Klein,Secretary
State Highway Commission
Salem,Oregon,

Dear Sir;-

Complying with your request of 3/30/23,we have this day mailed to Mr Lively at Portland,a letter of confirmation with our request that he endorse the same as surety,and forward to you.

In this connection,the writer made a trip to Canyon City last week,to ascertain the progress being made in securing the right of way,but discovered that the County Judge had left for Portland to confer with the Highway Commission.

We would appreciate a letter from your office,advising us of the progress being made by the County court,and the prospects of success in securing all of the right of way.

Thanking you for your attention,and for past favors to this company,we are,

Sincerely yours,

Bauers & Bauers

By Dare Bauers

March 30, 1923

Bauers & Bauers,
West Dayton, Washington.

Gentlemen:

Mr. Lively has handed us your telegram advising that you would be willing to grant a 30 day extension for the acceptance of your bid on the Cummins Creek-Coles Bridge Section of the John Day Highway in Grant County.

Inasmuch as the county is still trying to work out their right of way problems we would be very glad to accept this extension privilege and ask that it be confirmed in writing, with the endorsement of the surety so that the record will be perfectly clear.

As we understand it, this would extend the privilege of acceptance to May 1, 1923.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION,

By

Secretary.

FAK:LM

CLASS OF SERVICE DESIRED	
Telegram	
Day Letter	
Night Message	
Night Letter	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Form 1217A

Receiver's No.
Check
Time Filed

Send the following message, subject to the terms on back hereof, which are hereby agreed to

COPY of Pacific Telegram

W W 35 37 28 PD

Canyon City Oregon 703 AMMCH 28 23

K V Lively

Main o168 Portland Oregon

Gr ant County wants 30 days extension to secure right of way we will accept award on that basis please attend Commission meeting today and secure award if possible

Bruers

7 35 A

this office all the data in his possession, a copy of which letter is herewith enclosed, and as soon as the same is received, together with some other data I am writing for, I will be pleased to forward the information you request at the very earliest possible date.

With best regards, and hoping that you are enjoying the same kind of summer climate that you had when I was there on my last visit, I am

Yours very truly,

CWW:kl

C. W. Wanzer,
Division Engineer.

cc. Mr. Herbert Nunn, Attention Mr. S. H. Probert.

File 1[illegible] - 5.

The Dalles, Ore., March 22, 1923.

PR 92

Mr. George Yokum,
Mt. Vernon, Ore.

RECEIVED
MAR 23 1923
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:

On my return here today from a trip in Central Oregon, I find a letter from Mr. Herbert Nunn dated March 19th which arrived here yesterday, requesting me to give you the comparative estimate of the several possible routes for the John Day River Highway between Coles Bridge and Cummings Creek, as they did not have sufficient data in the Salem office to answer you direct, and your letter was referred to me.

I am very sorry to state that I have not all the data in this office necessary to give you all the information you request, as some of it has been sent into the field, to Mr. A. A. Kirkwood at Dayville, for his use. Immediately upon reading your letter I wrote Mr. Kirkwood to forward to me at this office all the data in his possession, a copy of which letter is herewith enclosed, and as soon as the same is received, together with some other data I am writing for, I will be pleased to forward the information you request at the very earliest possible date.

With best regards, and hoping that you are enjoying the same kind of summer climate that you had when I was there on my last visit, I am

Yours very truly,

Dept.

C. W. Wanzer,
Division Engineer.

CWW:kl

cc. Mr. Herbert Nunn, Attention Mr. S. H. Probert.

File 12VE - 3.

The Dalles, Ore., March 22, 1923.

Mr. A. A. Kirkwood,
Dayville, Oregon.

RECEIVED
MAR 23 1923
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:

Please forward to this office immediately all data that you have on the John Day River Highway for that section between Colos Bridge and Cummings Creek, data covering both the line as adopted and all other alternate routes. Kindly rush all this data, everything in your possession covering all routes, including bridge data, etc. I wish to send to Mr. George Yokum a comparative estimate of cost of the different routes at the earliest possible moment.

Yours very truly,

C. W. Wanzer,
Division Engineer.

CWW:kl

cc. Mr. George Yokum.
cc. Mr. Herbert Nunn.

Mr. C. W. Wanser,
Division Engineer,
The Dalles, Oregon.

March 19th, 1923.

PR #92

Dear Sir:

The attached letter from Mr. George Yokom requesting comparative estimates for the several possible routes for the John Day River Highway between Coles Bridge and Cummins Creek is being referred to you, as we do not have in this office sufficient information for the preparation of such estimates.

Please supply Mr. Yokom with the information which he requests, being careful to so prepare your estimates that they will not furnish basis for misrepresentation.

To assist you in the preparation of these estimates, we are enclosing estimates for the construction of bridges as prepared by the Bridge Department, and we are sending to you under separate cover a copy of the bid tabulation sheet for the grading and surfacing of the Coles Bridge-Cummins Creek Section, and two summaries of quantities which we find in our files.

The summary for the whole of the fourteen miles on the Coles Bridge-Cummins Creek Section seems to be for the route as adopted by the State Highway Commission, although the contract quantities are considerable in excess of those given in the summary.

My impression was that the quantities for the line as adopted by the State Highway Commission were less than for the line as surveyed by Mr. Burns, but this impression does not seem to be borne out by the quantities shown in the summary which covers both the original location and the revised location.

You will find enclosed a copy of our letter to Mr. Yokom in which we explain that estimates for what it referred to as "Scotts survey" are not available.

Very truly yours,

HERBERT NUNN
State Highway Engineer

By

Office Engineer

SHP:ER
ER
enc.

Estimated Costs of Bridges on the Coles Bridge-Cummins Creek Section of the John Day Highway

(March 19th, 1923)

Stream	Station	Estimated Cost
John Day River	2	$14,000.00
" " "	174	19,000.00
" " "	687	14,500.00
Beech Creek	82	1,600.00

Above estimates do not include the usual 10% for engineering and contingencies.

The construction of the Beech Creek Bridge is included in the contract for the grading of the Coles Bridge - Cummins Creek Section.

Mr. George Yokom,
Mt. Vernon, Oregon.

March 19, 1923.

PR #92

Dear Sir:

Receipt is acknowledged of your letter of March 11th, requesting estimates of quantities and costs for each of several possible routes for the John Day Highway from Coles Bridge to Cummins Creek.

The maps, profiles, and other detailed information pertaining to the route which you refer to as the "Burn's Survey", being at the present time, in our Division Office at The Dalles, we will have to refer your letter to Division Engineer Wanser.

Mr. Wanser will furnish you with all of the information requested except that pertaining to the route referred to as "Scott's Survey". No information as to the quantities and costs for that route are available, as the office work in connection with it was never carried to completion and no estimates were ever prepared. The field work in connection with that survey was performed under a previous administration, and when the present highway organization undertook to prepare estimates from the data obtained, it was found that in the effort to hold the cost of the survey within the entirely inadequate amount of money provided for it, the completeness and accuracy of the work had been so sacrificed that what data was obtained was practically valueless. Furthermore, that survey contemplated standards of construction so much below the standards of present state highway construction, that estimates based upon it, if they were available, would not be comparable with the estimates based upon the more recent surveys.

You should hear from Mr. Wanser within the next few days.

Very truly yours,

HERBERT HUNT
State Highway Engineer

By

Office Engineer

SHP:ER

The Bureau of Public Roads,
Post Office Bldg.,
Portland, Oregon.

March 10, 1923.

PR - 92

Gentlemen:

Reference is made to your letter of recent date relative to a line revision on the Cummins Creek - Coles Bridge Section, Oregon Project #92.

We took this matter up with Division Engineer C. W. Wanner, and he advises that the location which you mention in the vicinity of Station 635, is merely a tentative revision. This has been considered merely in order to be of possible assistance in the securing of right-of-way, and is not a part of the adopted location at this time.

In case the matter comes up again later, and it would appear that the revised line should be adopted, the matter will be taken up with you, for your approval, before any definite action is taken.

Yours very truly,

HERBERT NUNN
State Highway Engineer

By

Office Engineer

Dict. by J. W. DeSouza

HN

Form 2A—20844—2M—1-23.

R. A. BOOTH, EUGENE, CHAIRMAN
J. D. YEON, PORTLAND
W. M. BARRATT, HEPPNER
COMMISSIONERS

ROY A. KLEIN, SECRETARY AND ASSISTANT ENGINEER

HERBERT NUNN
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION

SALEM

12PT - Line Change.
File 14.

The Dalles, Ore., March 12, 1923.

Mr. Herbert Nunn,
State Highway Engineer,
Salem, Oregon.

Attention Mr. Probert.

Dear Sir:

In reply to your letter of March 7th relative to proposed line revision on the Cummings Creek-Coles Bridge Section, which would change the crossing of the John Day River to a point near Station 635, please be advised that this revision is proposed merely as a right of way matter, and should not be considered at this time in the preparation of the Federal Aid Plans, as Judge Patterson has been instructed to proceed with securing the right of way on the line as adopted. Later on, if Judge Patterson requests a revision at this point in order to help him secure the right of way, this change may be considered provided it is first approved by the Bureau of Public Roads and by the Bridge Department. Mr. Kirkwood's estimate does not show any increased cost, or length of line.

This matter was discussed in this office a few days ago with Mr. C. C. Kelley, who approves of the proceedure outlined above.

Yours truly,

C. W. Wanzer

C. W. Wanzer,
Division Engineer.

AMA:kl

March 7th, 1923.

Mr. C. W. Wanzer,
Division Engineer,
The Dalles, Oregon.

Dear Sir:

We are today in receipt of a letter from the Bureau of Public Roads relative to the Cummins Creek-Coles Bridge Section, Oregon Project #92, a part of which reads as follows:

"The field inspection indicates that a line revision has been made which does not show on the plans.

The plans show a bridge across the John Day River at Station 687, while the actual location is near Station 635, due to a recent revision.

We should have the corrected sheets of plans showing the final location. If you will send them we will substitute them for the old sheets in the plans which you have sent us."

When the Federal aid plans were prepared, they were based upon the data transmitted with your letter of January 16th. In accordance therewith, the original line was used from Station 0/00 to Station 488/38.7; thence on the revised line to Station 596/05-½ 702/88.4; thence on the original line to the end of the project at Station 748/50.

We have no knowledge of any revisions which have been made since this time. We discussed the matter with Mr. Kelley, but he states that he knows of no revisions that might have been made.

We request that you advise us regarding this, and if a revision has been made, we should be supplied with the revised alignment, profile and cross-sections immediately in order that the plans may be prepared for the Bureau with as little delay as possible. As you are, no doubt, aware, we are not permitted to start construction of a Federal Aid project until the plans have been approved by the Portland office of the Bureau of Public Roads.

Very truly yours,

HERBERT BUNN
State Highway Engineer

By

Office Engineer

Dict. by J. W. DeSouza

ER

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS.
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.....

POST OFFICE BUILDING,
PORTLAND, OREG.

March 3, 1923.

RECEIVED
MAR 6 1923
OREGON
STATE HIGHWAY COMMISSION

92

Mr. Herbert Nunn,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We are returning under separate cover the original cross-section for Oregon 92, requesting that you send us for our files blue print copies of the following numbered sheets:

5 to 9 inclusive.

33 to 37 inclusive.

40 to 46 inclusive.

Rec'd 3-9-23

The field inspection indicates that a line revision has been made which does not show on the plans.

The plans show a bridge across the John Day River at Station 687, while the actual location is near Station 635, due to a recent revision

We should have the corrected sheets of plans showing the final location. If you will send them we will substitute them for the old sheets in the plans which you have sent us.

Yours very truly,

C. H. Purcell,
District Engineer.

Answered

The Bureau of Public Roads,
Post Office Bldg.,
Portland, Oregon.

March 29th, 1923.

PH - 98

Gentlemen:

In accordance with your request of the 3rd, inst., we are today sending to you blue print copies of platted cross section sheets on the Coles Bridge-Cummins Creek Section, Oregon Project #92, as follows:

5 to 9 inclusive
33 to 37 inclusive
40 to 46 inclusive

The inking in of these sheets has been delayed on account of the necessity for concentrating our drafting forces on the preparation of plans for projects which were advertised at the last meeting of the Highway Commission.

Very truly yours,

HERBERT WOOD
State Highway Engineer

By

Office Engineer

Distr by J. W. De Sousa

HW

1
2

P892/50

March 3, 1923

Hon. O. L. Patterson,
County Judge of Grant County,
Canyon City, Oregon.

Dear Sir:

I am handing you herewith certified copy of an extract from the minutes of the Highway Commission meeting of March 1st, 1923, relating to the action of the Commission on the award of the Coles Bridge-Cummins Creek Section of the John Day Highway in Grant County.

Very truly yours,

Secretary.

BAK:LM

1 Encl.

Portland, Oregon, March 1, 1923.

The Commission met at 10 o'clock A. M. in Room 520 Multnomah County Court House. Present were:

R. A. Booth, Chairman
J. B. Yeon, Commissioner
W. B. Barratt, Commissioner
Herbert Nunn, State Highway Engineer
Roy A. Klein, Secretary

Bids were opened on the following projects:

JOHN DAY HIGHWAY
COLES BRIDGE-CUMMINS CREEK SECTION - GRADING AND SURFACING

Bauers & Bauers	$156,650.00
Porter & Conley	157,769.50
Montague-O'Reilly Co.	159,263.80
A. D. Kern	160,316.00
Security Construction Co.	176,025.00

* * * * * * * * * * * * * * *

The tabulation of bids received was read at 4 o'clock and the following action taken:

Coles Bridge-Cummins Creek Section of the John Day Highway in Grant County, grading and surfacing. The Commission announced that the low bid of Bauers & Bauers was satisfactory to the representatives of the Bureau of Public Roads, the County and the State, but that the right of way for the entire section had not been obtained and that there was a controversy over the location made by the Commission. Further there had been threats of an injunction by certain citizens of Grant County. This matter had been referred to the Attorney General and he had advised that he considered that the injunction would not hold. Therefore, on motion which was carried, the matter of the award of the contract was referred to the Engineer with power to act if the complete right of way was furnished and the matter of the injunction determined within 30 days; if not the check of the successful bidder to be returned and the funds provided diverted to some other project.

* * * * * * * * * * * * * * *

STATE OF OREGON)
) ss.
COUNTY OF MARION)

I, Roy A. Klein, Secretary of the Oregon State Highway Commission, do hereby certify that the foregoing copy of the minutes of the Oregon State Highway Commission, relating to the action of the Commission on the construction of the Coles Bridge-Cummins Creek Section of the John Day Highway in Grant County, Oregon, as the same appears in the minutes of March 1st, 1923, entered in Volume VII of the minute book, wherein all official acts of the said Oregon State Highway Commission are recorded, has been compared by me with the original and that the same is a true and correct copy of the said portion of said minutes and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 3rd day of March, 1923.

Secretary
Oregon State Highway Commission.

February 26th, 1925.

Mr. O. W. Wanser,
Division Engineer,
The Dalles, Oregon.

Dear Sir:

Complying with your request of the 24th inst., we have assigned prefix 12 PF to the grading and surfacing of the Coles Bridge - Cummins Creek Section of the John Day Highway in Grant County.

Very truly yours,

HERBERT NUNN
State Highway Engineer

By

Office Engineer.

Dic by H. B. Glaisyer.
AP

The Feenaughty Machinery Company,
309 E. Yamhill Street,
Portland, Oregon.

February 24th, 1923.

PR #92

Attention W. O. Feenaughty

Dear Sir:

Reference is made to your letter of the February 23rd, requesting information in regard to the piling to be used in trestle construction on the Cummins Creek-Coles Bridge section of the John Day Highway.

It is estimated that a total of nineteen hundred (1900) lineal feet of piling will be required. The length of the piles will probably vary between twelve and thirty feet, averaging probably somewhere between fifteen and twenty feet. The actual length, however, will not be known until construction work is undertaken.

For quality and diameters of piling, we refer you to our standard specification for timber piling as given on page 78 of our Standard Specification Form, copy of which is being mailed to you under separate cover.

Very truly yours,

HERBERT HUNT
State Highway Engineer

By

Office Engineer

SHP:EB

The Bureau of Public Roads,
Post Office Bldg.,
Portland, Oregon.

February 23rd, 1923.

PR - 92

Gentlemen:

Herewith we are enclosing six copies each of estimate and unit price analysis and four copies of special provisions, on the Coles Bridge-Cummins Creek section, Oregon project #92.

Four blue print sets of the plans and one original set of cross sections are today being forwarded to you under separate cover. We would request that these cross sections be returned to us after your approval of the project. We will then be very pleased to ink in and furnish you blue print copies of such sheets as you may desire for your permanent files.

The special designs for the three bridges over the John Day River will be submitted to you by the Bridge Department direct.

Very truly yours,

HERBERT HUNT
State Highway Engineer

By

Office Engineer

Dict. by J. W. De Senna

HH

enc.

OREGON STATE HIGHWAY DEPARTMENT — PROJECT NO. 92

COLES BRIDGE CRANCKS CREEK SECTION OF THE JOHN DAY HIGHWAY

IN GRANT COUNTY

(Estimate with plans. Not as Basis for Project Agreement)

Salem, Oregon, February 21, 1923

All Required		Clearing & Grubbing		$ 2,200.00
118,500	cu.yds	Common Excavation	.30	34,050.00
22,000	cu.yds	Intermediate Excavation	.60	13,200.00
13,700	cu.yds	Solid Rock Excavation	1.25	17,125.00
65,000	staeyd.	Overhaul	.05	3,250.00
1,500	lin.ft.	12" Culvert Pipe	1.60	2,400.00
1,400	lin.ft.	18" " "	2.50	3,500.00
560	lin.ft.	24" " "	3.50	1,960.00
670	lin.ft.	36" " "	6.25	4,187.50
20	cu.yds	Class "B" Concrete	30.00	600.00
190	cu.yds	Class "C" Concrete	30.00	5,700.00
25	cu.yds	Cement Rubble Masonry	12.00	300.00
200	cu.yds	Rip Rap	3.00	600.00
114	M-FBM	Lumber and Timber	55.00	6,270.00
1,900	lin.ft.	Timber Piling	1.00	1,900.00
11,000	cu.yds	Crushed Gravel Surfacing, Top Course	2.35	25,850.00
111,000	cu.yds	Crushed Gravel Surfacing, Base Course	1.85	20,350.00
1,000	cu.yds	Filler	.30	300.00
		Three John Day River Bridges (Separate plans)		40,000.00
				$ 183,742.50
		10% Engr. & Cont.		18,374.25
		Total		$ 202,116.75

Length of Project 14.08 Mi.
Cost per Mile $ 14,354.88

State Funds Available	$ 200,116.75
Federal Aid Requested	2,000.00
	$ 202,116.75

OREGON STATE HIGHWAY DEPARTMENT

PROJECT NO. 22

COLUM BRIDGE-CHERRY CREEK SECTION OF THE JOHN DAY HIGHWAY

IN GRANT COUNTY

ANALYSIS OF ESTIMATED SURFACING PRICE

Royalty	$ .05
Crushing & Screening	1.00
Hauling 1.9 Mi. @ .25¢	.47
Spreading & Finishing	.20
Prep. subgrade	.05
Supt. & Overhead	.05
	$ 1.82
15% Profit	.28
Est. Bid Price	$ 2.10

SPECIAL PROVISIONS

Coles Bridge-Cummins Creek

CRUSHED GRAVEL SURFACING

Preparation of Subgrade:

Before spreading the surfacing materials, the contractor shall, by means of blades, graders, fresnoes, or other suitable equipment, shape up the roadbed, bringing same to uniform crown and grade, with a surface free from ruts, humps and depressions.

The subgrade shall be prepared only a short distance ahead of the surfacing operations, and after having once been prepared, shall be maintained true to crown, grade, and uniform surface until covered.

In no event shall any surfacing materials be placed upon any section of the subgrade which is not, in the opinion of the Engineer, in a condition suitable and satisfactory for surfacing.

Number of Courses and Cross-section:

The number of courses in which the surfacing shall be laid, and the cross-section to which it shall be constructed shall, in general, conform to the specifications in the paragraph below and to the attached or accompanying typical cross-section plan, but these features shall be subject to such changes as may be ordered by the Engineer to take care of varying subgrade conditions.

In general, the surfacing shall be constructed in two courses of approximately equal average thicknesses. The top course shall entirely cover and overlap the bottom course as indicated in the typical cross-section plan. The finished surfacing shall have a bottom width of fourteen (14) feet, and a top width of ten (10) feet, and it shall have an average thickness of eight (8) inches.

Materials:

Material for this work shall be crushed gravel. The gravel from which it is manufactured shall be clean and durable, it shall have an abrasion not greater than eight (8) per cent, and it shall contain at least twenty-five (25) per cent of material which will not pass a screen with one and one-half ($1\frac{1}{2}$) inch openings. None of the oversize material occurring in

the bank or pit run gravel shall be wasted, but all shall be crushed to specification size and shall become a part of the surfacing materials.

Gravel of suitable quality is available from bars in the John Day River, and several prospective sources are indicated upon the accompanying sketch map and profile. The fact that these particular sources are shown upon the profile and sketch map does not, however, indicate that gravel from them will be accepted. All gravel must meet the specifications given above, and the contractor shall commence the development of no source of materials until samples from that source have been tested for abrasion and grading and found to meet the specifications.

Contractor to Acquire and Develop Sources of Material:

The contractor shall acquire and develop such sources of material as are required for the prosecution of the work. He shall pay all royalties, shall remove overburden, shall provide hauling roads, and shall bear all expense incidental to the securing, furnishing and delivering upon the work of all surfacing materials required.

In case the contractor is unable to make arrangements for the taking of materials from the available sources without compliance to unreasonable restrictions, or the payment of exhorbitant royalties, the State Highway Commission, at the contractor's written request, will institute condemnation proceedings, or take such other steps as may seem advisable for the securing of materials from the particular source or sources involved.

It is understood that the contractor will bear all expense of the condemnation proceedings, and all other expense to which the State Highway Commission may be put, and will pay such royalty costs or other consideration as the Court may award, or as may be otherwise fixed.

Sizes of Materials:

Materials for the base course shall be crusher-run crushed gravel, all of which will pass a screen having one and one-half (1½) inch circular openings.

Materials for the top course shall be crusher-run crushed gravel, all of which will pass a screen having three-quarter (3/4) inch circular openings.

Material for both courses shall be well graded from the specified maximum size to dust, and shall contain not more than thirty-five (35) per cent of material passing a screen with one-quarter ($\frac{1}{4}$) inch square openings.

Means to Prevent Separation of Fine from Coarse Materials:

In the handling of materials, the contractor shall use means which will prevent, as far as possible, a separation of the fine from the coarse materials. As far as possible, materials in being transferred into stock piles, bins, or vehicles shall be dropped vertically.

Hauling:

To assist in the compacting of surfacing materials, the contractor will be required to do his hauling, as far as practicable, over the surfacing, as it is placed. The construction of surfacing shall in all cases, begin at the point nearest the point of loading materials and shall progress away from that point. The whole of the base course to be constructed from a given set-up shall be in place before the construction of top course from that set-up shall be commenced.

Dragging:

The contractor shall do such blading and dragging of both the base and top courses as may be necessary to bring them to a uniform grade and crown with a smooth and even surface, and as may be necessary to maintain them free from ruts, and true to the crown, grade and surface to which they are first constructed. They shall be so maintained until covered, or until all surfacing to be constructed under the contract is completed.

Sprinkling and Rolling:

If, in the opinion of the Engineer, the surfacing materials should be sprinkled or rolled during the course of construction, the sprinkling or rolling shall be done by the contractor and paid for as "extra work", or shall be done by state forces without cost to the contractor.

Finishing Shoulders and Cleaning Ditches:

After the surfacing has been placed and compacted, the earth shoulders shall be leveled down and the entire roadbed, inclusive of ditches, trimmed up so as to provide a uniformly crowned and well drained cross-section, as indicated on the plans. All excess excavated materials and all loose stones and rock fragments that may be dragged to the surface shall be deposited on the sides of embankments or otherwise disposed of to the satisfaction of the Engineer.

Measurement and Payment:

Payment for the construction of surfacing as above specified shall be made at the prices bid per cubic yard for surfacing of the particular kinds and classes included among the bid items. The quantity of any kind or class of material to be paid for shall be the number of cubic yards of that kind or class of material furnished, delivered and incorporated in the work. Measurement shall be loose measure aboard trucks or other conveyances at the point of their loading.

The unit price bid shall be understood to cover preparation of subgrade, the furnishing, screening, crushing, hauling, spreading and compacting of materials, the trimming of shoulders the cleaning out of ditches, and all other work involved in the construction of the finished surfacing at the grade and to the cross-section indicated on the plans, and in accordance with these provisions.

MAINTENANCE MATERIALS

Materials for maintenance shall conform in every respect to the specifications given for materials to be used in the construction of the top course of the surfacing. They shall be placed in neat, well formed piles of 25 cubic yards each, spaced at intervals of approximately one-quarter of one mile.

The exact positions of the piles shall be as ordered by the Engineer.

Payment shall be made at the unit price bid for maintenance material, and this price shall be understood to include the furnishing, screening, crushing, hauling and piling of materials, and the leveling-off and preparing of the sites upon which the materials are to be piled.

BRIDGE CONSTRUCTION

Three bridges over the John Day River, all of which are within the limits of this contract, are to be constructed under

a separate contract.

The State Highway Commission makes no guarantee relative to the completion of these structures, and it will in no way be responsible to the grading and surfacing contractor for any delays or extra expense that may result from their non-completion.

The grading and surfacing contractor shall so arrange his operations that no part of it is dependent upon the construction of the bridges.

MAINTENANCE IN CASE OF FAILURE TO COMPLETE AS SPECIFIED

In case the contractor fails to complete the work to be done under this contract within the time specified, with the result that work mustbe carried over the winter of 1923-24, the contractor shall maintain the roadbed and surfacing during the winter months, and in the spring he shall regrade the roadbed, reshape the surfacing, and do all things necessary to place the roadbed in proper condition to be surfaced and to place the uncompleted surfacing in a proper condition for the continuance of the work. The job will not be considered to be completed until all erosion and damage occurring during the winter months has been repaired, and until the whole of the roadbed and surfacing is in the same finished condition that it would have been in at its completion, had it been completed on time.

All expense incurred in connection with the maintaining, regrading, repairing, and refinishing as above specified shall be borne by the contractor; provided, however, that he will be allowed payment at his unit bid prices for the excavation of slides, and for the excavation of meterials necessary to build settled fills back to proper grade; and further provided that he will be relieved of maintenance and repair expense in connection with sections of the project more than two miles in length which are entirely completed prior to the specified date for completion.

Maintenance of surfacing as above specified to be done shall include all such dragging and blading as may be necessary to keep whatever surfacing materials are on the road free from ruts, properly crowned and in good usable condition.

FILLER

Where the engineer so directs, there shall be added to and incorpora ted with the surfacing materials, a "filler" of sand, loam or other suitable material. Materials for this purpose shall be obtained from such sources as the Engineer may select, and shall be dry and finely pulverized.

The course of surfacing in connection with which the filler is to be used, shall, immediately before the application of the filler, be shaped up and brought to uniform crown, cross section and grade, free from all ruts and inequalities. The filler shall then be spread uniformly over the course of surfacing, the spreading to be done by hand from piles of filler material dumped at convenient intervals alongside the work. The quantity of filler to be used shall be as the engineer may order.

In no case shall filler material be obtained from embankment shoulders, or slopes, and when filler material is obtained from within the right-of-way limits, the excavation therefor shall be left neatly trimmed and properly drained.

Filler shall be paid for at the price bid per cubic yard, loose measure, for that item. This price shall be understood to include and cover the excavation, hauling, and spreading of the filler material and the incorporation of same with the surfacing materials in accordance with these specifications; provided, however, that for such filler material as must be hauled more than five hundred (500) feet the contractor will be paid in addition to his bid price for filler a price for "filler-haul" of twenty-five (25) cents per cubic yard for each mile, or fraction thereof, of haul in excess of five hundred (500) feet.

When filler materials are obtained and hauled in such manner as to be not susceptible of accurate measurement, the quantity to be paid for shall be estimated by the engineer in such manner as appears to him to be most equitable.

6-10-22

Form 28—39244—2M—1-23.

R. A. BOOTH, EUGENE, CHAIRMAN
J. B. YEON, PORTLAND
COMMISSIONERS

F 818

PACIFIC TELEGRAM

CLASS OF SERVICE

TELEGRAM		DAY LETTER	SYMBOL DAY L.	NIGHT MESSAGE	SYMBOL NITE	NIGHT LETTER	SYMBOL N.L.

IF NONE OF THE THREE SYMBOLS SHOWN ABOVE APPEARS AFTER THE CHECK (NUMBER OF WORDS) THIS IS A TELEGRAM.
OTHERWISE ITS CHARACTER IS INDICATED BY THE SYMBOL APPEARING AFTER THE CHECK.

36 Pd Day L

RECEIVED AT
7-24 P 27

Canyon City Ore 1245P
2-20-23

Oregon State Highway Comm.
Salem Ore.

no storm condition exists in the John Day valley that would prevent prospective bidders viewing the entire Coles Bridge Cummings creek project also there is no show in the valley and roads are open to auto travel

Orin L. Patterson
1.02P

lwl

C. W. Wanzer,
Division Engineer.

AMA:kl
Encls.

Form 78—20244—2M—1-23.

R. A. BOOTH, EUGENE, CHAIRMAN
J. B. YEON, PORTLAND
W. B. BARRATT, HEPPNER
COMMISSIONERS

ROY A. KLEIN, SECRETARY AND ASSISTANT ENGINEER

HERBERT NUNN
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION

SALEM

12 - Estimate of Cost
File 72.

The Dalles, Ore., Feb. 15, 1923.

PR#92

RECEIVED
FEB 16 1923
OREGON
STATE HIGHWAY COMMISSION

Mr. Herbert Nunn,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

We are forwarding herewith Division Engineer's estimate of cost and suggested special provisions for grading and surfacing the Cummings Creek-Coles Bridge Section of the John Day Highway.

Yours truly,

C. W. Wanzer

C. W. Wanzer,
Division Engineer.

AMA:kl
Encls.

ENGINEER'S ESTIMATE OF UNIT COST AND SPECIAL PROVISIONS FOR GRADING AND SURFACING CUMMING'S CREEK-COLES BRIDGE SECTION OF THE JOHN DAY HIGHWAY.

- - - - - - - - - -

Beginning Station 0/00 (Coles Bridge), thence to Station 488/38.7 (original line); thence on revised line to Station 696/05.0 equals 702/88.4 (original line); thence on original line to Station 748/50, end of project. Total length, 14.05 miles.

- - - - - - - - - -

Special Provisions

Bridges and Structures not Included - Bridges over the John Day River at Stations LR686/00, 175/00, and 3/00 will not be included in this contract.

Bridges and Structures to be Included - All small bridges and structures to be included in this contract, and said bridges must be finished prior to August 31st, 1923.

Time of Completion of Entire Contract - October 31, 1923.

Crushed Gravel Surfacing - Special provisions to be the same as those in the contract covering the surfacing of the Cummings Creek-Valades Ranch Section (Contract #568) that are applicable, except that any rolling and sprinkling which may be required will be done by State forces, or to be paid for as Extra Work.

Available Materials - Suitable surfacing materials are available all along this section.

- - - - - - - - - -

These provisions not received until after proposal forms had been prepared. Differ only as regards date of completion for structures.

Estimate of Unit Cost

(Excluding crossings of John Day River).

- - - - - -

Clearing and Grubbing	All Required	Lump Sum		$ 2,196.00
Common Excavation	108220	Cu.Yds. @ $	0.30	32,466.00
Intermediate Excavation	21033	" "	.60	12,619.80
Solid Rock Excavation	13037	" "	1.25	16,296.25
Overhaul	62425	Sta.Yds.	.05	3,121.25
12" Pipe	1416	Lin.Ft.	1.60	2,265.60
18" "	1342	" "	2.50	3,355.00
24" "	420	" "	3.50	1,470.00
36" "	692	" "	6.25	4,325.00
Class "C" Concrete	155.85	Cu.Yds.	30.00	4,675.00
Rubble Masonry	25.0	" "	12.00	300.00
		Total Grading (Except Bridges)		$ 83,089.90

Bridges - (1 - 23 ft. Span (Total quantities not available)
(41 - 19 ft. spans (Total quantities not available)

Piling	@ $ 2.25
Lumber	75.00
Class "B" Concrete	30.00

(See Bridge Department for quantities of above).

Crushed Gravel Surfacing — 8" X 12'

Crushed Gravel	22000	Cu.Yds. @ $	2.10	$ 46,200.00
Maintenance Materials	1500	" "	2.00	3,000.00
Filler	1000	" "	.30	300.00
		Total Surfacing Cost		$ 49,500.00

Summary

Grading (Except Bridges)	$ 83,089.90
Surfacing	49,500.00
Total (Except Bridges)	$ 132,589.90
Bridges (1 - 23 ft. Span / 41 - 19 ft. Spans)	$ ---------
Grand Total	$ ---------

Form 2A—20244—2M—1-23.

R. A. BOOTH, EUGENE, CHAIRMAN
J. B. YEON, PORTLAND
W. B. BARRATT, HEPPNER
COMMISSIONERS

ROY A. KLEIN, SECRETARY AND ASSISTANT ENGINEER

HERBERT NUNN
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION

SALEM

File 12 - 59.

The Dalles, Ore., Feb. 14, 1923.

PP #92

RECEIVED
FEB 15 1923
OREGON
STATE HIGHWAY COMMISSION

Mr. Herbert Nunn,
State Highway Engineer,
Salem, Oregon.

Attention Mr. C. C. Kelley
Mr. S. H. Probert

Dear Sir:

As per our conversation of last night, I recommend that we do not call for bids on the Cummings Creek-Coles Bridge Section of the John Day Highway to be opened at the next meeting of the Highway Commission, for the following reasons, viz.

1. The representative of the Public Roads Department, Mr. Morris, has not had a chance to go over the line with me to see if the same will be approved by them. We had planned to go into the John Day country yesterday, but this severe and general storm has blocked all roads to this section for a few days, either by train or automobile.

2. Unless the weather conditions change for the better immediately, very few contractors could view the proposed work, and then not under favorable conditions, and higher prices would probably result.

3. At the last meeting of the Highway Commission a delegation from Mt. Vernon, headed by Mr. Yokum, appeared before the Commission and requested that the line be kept on the north side of the John Day River from Coles Bridge to Cummings Creek, and the Commission promised to give the matter consideration, and at Mr. Nunn's request I will take this matter up with Mr. Yokum and others just as soon as I can make the trip. While I do not think that Mr. Nunn, or the Highway Commission, really consider seriously any change in the line from that proposed (I am sure I do not, as we have a better line as located), yet for policy's sake, it would look better not to advertise for bids until I can meet with the interested parties, so that I can let them know that their request has been considered at least.

For the above reasons, I do not recommend that bids be asked for on this job at the March 1st meeting, but that the matter be referred to Mr. Nunn, as there may be reasons why the

Commission might want this work let and cleared out of the way while they have full control of the whole situation. If they do desire to have the same awarded, there are no reasons why it should not be done, in my opinion, except as I have stated above.

Yours very truly,

C. W. Wanzer

C. W. Wanzer,
Division Engineer.

CWW:kl

The Bureau of Public Roads,
Post Office Bldg.,
Portland, Oregon.

February 13, 1925.

PR - 92

Gentlemen:

Herewith we are enclosing four copies each of revised sheets Nos. 3 and 4 of the project statement on the Coles Bridge-Cummins Creek section, Oregon project #92.

The estimate sheet has been revised to cover our latest quantities on the project and to cover the construction of steel spans across the three crossings of the John Day River instead of the wood spans which were previously estimated.

These revised sheets are sent to you with the request that they be substituted for the existing sheets in the copies of the project statement which you now have.

Yours very truly,

HERBERT NUNN
State Highway Engineer

By

Office Engineer

Dict. by J. W. DeGroat

ER

enc.

15. Proposed width of surfacing 16'; feet between ditches 28; approximate maximum gradient ____ per cent.

16. Proposed type of construction grading and surfacing

17. Location, nature, and extent of deposits of local materials suitable for use on this project gravel at Stas. 174, 197, 268, 307, 446, 473, 481, 658
(Where practicable show by distinguishing marks on sketch map.)

18. Location and length of each bridge to be built or rebuilt requiring a length of more than 20 feet
(Designate each by the same distinguishing marks as on sketch map.)

Sta 2+00 - 165' of br. and appr.
Sta 62 - 76' of trestle
Sta 172 - 304' of br. & appr.
Sta 189 - 48' of trestle
Sta 269 - 152' of trestle
Sta 288 - 87' of trestle
Sta 519 - 25' of trestle
Sta 607 - 156' of br. & appr.

19. State's share of cost of construction will be provided by State
(State or (and) county.)

20. Amount of funds which are / will be available for construction: (a) State $200,012.28 and any additional amounts required. Sale of bonds authorized
(Amount.) (Source; refer to statute.)

5-4386

15. Proposed width of surfacing 14'; feet between ditches 22; approximate maximum gradient ____ per cent.

16. Proposed type of construction grading and surfacing

17. Location, nature, and extent of deposits of local materials suitable for use on this project gravel at Stas. 174,197,268,307,446,473,481,655
(Where practicable show by distinguishing marks on sketch map.)

18. Location and length of each bridge to be built or rebuilt requiring a length of more than 20 feet

Sta 3/00 - 165' of br. and app. Sta.268 - 158' of trestle
(Designate each by the same distinguishing marks as on sketch map.)
Sta 88 - 76' of trestle Sta 302 - 57' of trestle
Sta 172 - 304' of br. & appr. Sta 513 - 23' of trestle
Sta 189 - 43' of trestle Sta 687 - 154' of br. & appr.

19. State's share of cost of construction will be provided by State
(State or (and) county.)

20. Amount of funds which are / will be available for construction: (a) State $200,012.28 and any additional amounts required. Sale of Bonds authorized
(Amount.) (Source; refer to statute.)

(b) County ____
(Amount.) (Source; refer to statute.)

21. Funds for maintenance to be provided by State

RESOLUTION

In view of the fact that the State Highway Commission was authorized by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways;

IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 237 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties for which a suitable contract will be entered into, will be sufficient to maintain all state roads constructed by the State Highway Commission or jointly by the Commission and the Federal Department of Agriculture, as provided for in the Federal Aid Road Act; and

BE IT RESOLVED, that the state assumes responsibility to the Federal Government for the proper maintenance of all highways constructed in cooperation with the Federal Government under any federal act providing for cooperative road construction, the state to make whatever arrangements with the various counties it may deem necessary to meet this obligation in accordance with the laws of the State of Oregon and the Federal Aid Road Act, and any other Federal Law that may have been, or may be, enacted

Sta 5/00 - 165' of br. and appr. Sta.869 - 152' of trestle

(Designate each by the same distinguishing marks as on sketch map.)

Sta 82 - 76' of trestle Sta 883 - 57' of trestle

Sta 172 - 304' of br. & appr. Sta 513 - 23' of trestle

Sta 189 - 43' of trestle Sta 687 - 154' of br. & appr.

19. State's share of cost of construction will be provided by State

(State or (and) county.)

20. Amount of funds which are / will be available for construction: (a) State $200,012.25 and any additional amounts required. Sale of Bonds authorized

(Amount.) (Source; refer to statute.)

(b) County

(Amount.) (Source; refer to statute.)

21. Funds for maintenance to be provided by State

RESOLUTION

In view of the fact that the State Highway Commission was authorized by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways;

IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 237 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties for which a suitable contract will be entered into, will be sufficient to maintain all state roads constructed by the State Highway Commission or jointly by the Commission and the Federal Department of Agriculture, as provided for in the Federal Aid Road Act; and

BE IT RESOLVED, that the state assumes responsibility to the Federal Government for the proper maintenance of all highways constructed in cooperation with the Federal Government under any federal act providing for cooperative road construction, the state to make whatever arrangements with the various counties it may deem necessary to meet this obligation in accordance with the laws of the State of Oregon and the Federal Aid Road Act, and any other Federal Law that may have been, or may be, enacted to further road improvement in the State of Oregon.

I, Roy A. Klein, duly appointed Secretary for the Oregon State Highway Commission, hereby certify that the above resolution was unanimously adopted by the Oregon State Highway Commission, at its regular meeting held at Salem, Oregon, on August 7, 1917, all members being present and voting, and at a special meeting held in Portland on September 25, 1917, a majority being present and voting, when an amendment was made to the original resolution to make it read as above.

Roy A. Klein

Secretary.

22. List of certified copies of resolutions or orders, if any, attached hereto or previously submitted, by State Highway Department respecting the State funds which are or will be available for construction.....

23. List of attached or previously submitted certified copies of resolutions or orders by the county or other local subdivision of the State respecting the funds which are or will be available for construction and maintenance. (See Sec. 5, Reg. 4).....

24. List of forms of the contract and of the contractor's bond attached hereto or previously submitted and proposed to be used in connection with this project State Highway Department Standard forms of contract and contractor's bond.

8—4256

E. A. S.

25. Reconnaissance estimate of cost of project:

Made by ..... Date ....., 19....

Approximate Quantity.	Unit.	Item.	Price.	Amount.
		Clearing & Grubbing		
All Required	Cu. yds.	Excavation, ...% rock		$ 2,800 00
	Sq. yds.	Surfacing of		
115,500	Cu. Yds.	Common Excavation	30	34,650 00
22,000	" "	Intermediate Excavation	60	13,200 00
13,700	" "	Solid Rock Excavation	1 25	17,125 00
65,000	Sta. Yds.	Overhaul	05	3,250 00
1,500	Lin. Ft.	12" Culvert Pipe	1 60	2,400 00
1,400	" "	18" " " Structures of 20′ span or under	2 50	3,500 00
560	" "	24" " " Structures over 20′ span	3 50	1,960 00
670	" "	36" " " Other items	6 25	4,187 50
200	Cu. Yds.	Class "F"	30 00	6,000 00
190	" "	Class "G"	30 00	5,700 00
25	" "	Rubble Masonry	12 00	300 00
4,400	Lin. Ft.	Piling	1 00	4,400 00
265	M-FBM	Lumber & Timber	55 00	14,575 00
255,000	Lbs.	Structural Steel	09	22,950 00
2,000	Cu. Yds.	Filler	30	600 00
22,500	" "	Surfacing	2 10	47,250 00
			Subtotal	165,647 50
			10% Engineering and Contingencies	16,364 75
			Total	202,012 25

Length, 14.05 miles.

Cost, $ 14,378.02 per mile.

This estimate approved by:

.....

(Title) Office Engineer

26. Amount of Federal aid desired $82,000.00

(State in lump sum or percentage, but not both.)

Very respectfully

R. A. Kirkwood

Resident Engineer

FORM 2A
R. A. I
J. B. Y
W. B. S
R. A.

8—9256

FORM 2A 5M-6-23

R. A. BOOTH, EUGENE, CHAIRMAN
J. B. YEON, PORTLAND
W. B. BARRATT, HEPPNER
COMMISSIONERS

R. A. KLEIN, SECRETARY AND ASSISTANT ENGINEER

HERBERT NUNN
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
SALEM

RECEIVED
FEB 10 1923
OREGON
HIGHWAY COMMISS

Dayville, Ore.
Feb. 6, 1923.

Subject: Irrigation Ditch Crossing.
Job: Coles Bridge-Cummings Creek-Grading

PR #92

Mr. Herbert Nunn,
Salem, Ore.

Dear Sir:

In reply to your inquiry reguarding the drainage structure which will be required at Sta. 247 I wish to state:

In my opinion no drainage structure will be required at this point since the drainage water will natureally be carried off by the irrigation ditch.

The irrigation water should be carried through beneath the roadbed through 1-36" pipe or 2-24" pipes depending upon the difference between the elevation of the roadbed and the elevation of the bottom of the irrigation ditch. The pipe can be made to cross the highway at, practically, right-angle to the center-line of the highway and can be moved forward or back on line to the amount of 50 feet to accomidate the highway grade if desired.

I have not the profile of this section but I trust that nthe above information will enable you to choose the appropriate structure and ascertain its length.

Very respectfully

M. A. Kirkwood
Resident Engineer

c.c. to C.W. Wanzer

E.A.S.

Mr. A. A. Kirkwood,
Resident Engineer,
Dayville, Oregon.

January 31, 1925.

FH - 92

Dear Sir:

In making up the Federal Aid plans for the Coles Bridge-Cummins Creek section, project #92, we noticed that there is an irrigation ditch shown as crossing the line at Station 247, but no drainage structure is provided at this point. Will you please advise us regarding this at your earliest convenience.

Very truly yours,

[redacted]
State Highway Engineer

By

Office Engineer

Dict. by J. W. De Souza

EH

The Bureau of Public Roads,
Post Office Building,
Portland, Oregon.

January 30, 1925.

PR - 92

Gentlemen:

Herewith we are enclosing four copies of project statement on the Ochoco Bridge-Cummins Creek section of the John Day Highway in Grant County.

We have assigned #92 to this project.

Very truly yours,

[redacted]
State Highway Engineer

By

Office Engineer

Dict. by J. W. DeCourcy

KR

enc.

Form 2A—20045—136—12-22.

R. A. BOOTH, EUGENE, CHAIRMAN
J. B. YEON, PORTLAND
W. B. BARRATT, HEPPNER
COMMISSIONERS
ROY KLEIN, SECRETARY AND ASSISTANT ENGINEER

HERBERT NUNN
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION

12VE - Survey Records.
File 72.

SALEM

The Dalles, Ore., Jan. 16, 1923.

BR #92

RECEIVED
JAN 17 1923
STATE

Mr. Herbert Nunn,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

We are shipping today by express the following data on the Cummins Creek-Coles Bridge Section of the John Day Highway:

- Original profile from Station 0/00, at Coles Bridge, to Station 488/38.7
- Profile of revised LR line, Station 488/38.7 to Station LR696/05 = Station 702/88.4.
- Original profile from Station 702/88.4 to Station 748/50. (This profile also contains the original data from Station 488/38.7 to Station 844/00, part of which has been abandoned. The revised profile should be used on all of this portion except between Station 702/88.4 and Station 748/50.)
- Summary of the adopted line between Cole's Bridge and Cummins Creek, Miles 1 to 14 inclusive. This summary is made up using the revised LR line on the south side of the John Day River.
- Original 100' scale map from Station 0/00 to Station 748/50.
- 100' scale map of the LR line, Station LR488/38.7 to Station LR696/05= L702/88.4, and also on the same roll is the 400 foot scale map of this revised location.
- One 2000' scale map of the adopted line, which also shows the gravel pits available for surfacing. You will note that gravel is available all along this section.
- One bridge vicinity map of the crossings of the John Day River near Station LR686/00.
- One vicinity bridge map of the crossing of the John Day River near Station 3/00.
- One bridge vicinity map of the crossing of the John Day River near Station 175/00.

To Bridge Dept.

We will forward within a few days Division Engineer's estimate of cost and special provisions for this section.

Yours truly,

C. W. Wanzer

C. W. Wanzer,
Division Engineer.

AMA:kl

All Received E.A.D.

STATE Oregon

PROJECT NO. 92
(Not to be filled in.)

Form P R 1
BUREAU OF PUBLIC ROADS
U. S. DEPT. OF AGR.

PROJECT STATEMENT

AS REQUIRED BY

FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916, AND AMENDED BY ACT APPROVED FEBRUARY 28, 1919.

(Date) January 5, 1923.

THE SECRETARY OF AGRICULTURE,
Washington, D. C

SIR:

The State of Oregon, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat. 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder,

does hereby submit by its State Highway Commission
constituting the State Highway Department of said State, this project statement for the rural post road herein described, which it is proposed to construct under the provisions of said Act and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Act. The work

will be done under the direct supervision of the State Highway Department under authority of Chapter 31, Laws of 1920.
(Cite statutes and resolutions or orders giving Highway Department jurisdiction.)

, in strict conformity to the provisions of the said Act and to said

Rules and Regulations. After construction of the said road it will be properly maintained by State Highway Department assumes responsibility for maintenance.

1. Local name of road Coles Bridge-Cummins Creek Section of John Day Highway
2. Located between Coles Bridge and Cummins Creek, County of Grant
3. Points of beginning and ending Sta 0/00, near the Cole Bridge crossing of the John Day River approx. 6.5 miles west of John Day to Sta 740/50 near Cummins Creek
4. Length in miles (gross) 14.05 (net) 14.05

NOTE.—In preparing the Project Statement attention is directed to the Rules and Regulations. In all cases a sketch plan shall accompany statement.

8—4256

5. Miles of project used as post route ____; miles not used as post route ____

6. If a major portion of the project is not a post route, or if the project is not a "connecting link," give the facts showing the general status along the entire project as follows: Whether the country is thickly or sparsely settled; if the latter, the probability of increased settlement; the purposes for which the contiguous lands are used, their fertility and general character; whether desired for and capable of more intensive development; and such further facts as will tend to show the general character of the community in which the road is located and the need for and desirability of constructing or improving the same.

(Use additional sheets, if necessary, and indicate the sections referred to by same letters as on sketch map.)

7. Places on the project having a population of 2,500 or more as shown by the latest Federal census and mileage of each none

8. Tolls collected on roads or bridges on this project, if any none

9. Is project part of State's five-year program heretofore submitted? no

10. Purpose project will serve and relation it bears to the road system of the State. (See Reg. 3, Sec. 1, and Reg. 4, Sec. 1.) Section of John Day Secondary Federal Aid Highway

11. Improved roads adjacent or contiguous and type of each Section on West Being surfaced

Surfaced road on East

(Give distinguishing marks to identify on sketch map.)

12. Through traffic, approximate average daily number of (*a*) trucks 5, (*b*) passenger motor vehicles 80, and (*c*) horse-drawn vehicles -

13. Local traffic, approximate average daily number of (*a*) trucks 8, (*b*) passenger motor vehicles 20, and (*c*) horse-drawn vehicles 1

14. Description and present condition of traveled way Unimproved earth road.

15. Proposed width of surfacing 14'; feet between ditches 18 22; approximate maximum gradient 8 per cent.

16. Proposed type of construction grading and surfacing

17. Location, nature, and extent of deposits of local materials suitable for use on this project gravel at Stas. 174, 197, 268, 387, 468, 473, 481, 655

(Where practicable show by distinguishing marks on sketch map.)

18. Location and length of each bridge to be built or rebuilt requiring a length of more than 20 feet

Sta 3/00 - 165' of br. and app. Sta. 269 - 152' of trestle

(Designate each by the same distinguishing marks as on sketch map.)

Sta 82 - 76' of trestle Sta 388 - 57' of trestle

Sta 172 - 304' of br. & appr. Sta 519 - 23' of trestle

Sta 189 - 43' of trestle Sta 687 - 156' of br. & appr.

19. State's share of cost of construction will be provided by State

(State or (and) county.)

20. Amount of funds which are / will be available for construction: (a) State $171,813.20 and any additional amounts required. Sale of Bonds authorized

(Amount.) (Source; refer to statute.)

(b) County

(Amount.) (Source; refer to statute.)

21. Funds for maintenance to be provided by State

(State or (and) county.)

RESOLUTION

In view of the fact that the State Highway Commission was authorized by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways;

IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 237 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties for which a suitable contract will be entered into, will be sufficient to maintain all state roads constructed by the State Highway Commission or jointly by the Commission and the Federal Department of Agriculture, as provided for in the Federal Aid Road Act; and

BE IT RESOLVED, that the state assumes responsibility to the Federal Government for the proper maintenance of all highways constructed in cooperation with the Federal Government under any federal act providing for cooperative road construction, the state to make whatever arrangements with the various counties it may deem necessary to meet this obligation in

Designate each by the ... bridge ... map.)

Sta 82 - 76' of trestle

Sta 172 - 304' of br. & appr.

Sta 189 - 43' of trestle

Sta 388 - 57' of trestle

Sta 519 - 23' of trestle

Sta 687 - 156' of br. & appr.

19. State's share of cost of construction will be provided by State

(State or (and) county.)

20. Amount of funds which are / will be available for construction: (a) State $171,813.20 and any additional amounts required. Sale of Bonds authorized

(Amount.) (Source; refer to statute.)

(b) County

(Amount.) (Source; refer to statute.)

21. Funds for maintenance to be provided by State

(State or (and) county.)

RESOLUTION

In view of the fact that the State Highway Commission was authorized by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways;

IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 237 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties for which a suitable contract will be entered into, will be sufficient to maintain all state roads constructed by the State Highway Commission or jointly by the Commission and the Federal Department of Agriculture, as provided for in the Federal Aid Road Act; and

BE IT RESOLVED, that the state assumes responsibility to the Federal Government for the proper maintenance of all highways constructed in cooperation with the Federal Government under any federal act providing for cooperative road construction, the state to make whatever arrangements with the various counties it may deem necessary to meet this obligation in accordance with the laws of the State of Oregon and the Federal Aid Road Act, and any other Federal Law that may have been, or may be, enacted to further road improvement in the State of Oregon.

I, Roy A. Klein, duly appointed Secretary for the Oregon State Highway Commission, hereby certify that the above resolution was unanimously adopted by the Oregon State Highway Commission, at its regular meeting held at Salem, Oregon, on August 7, 1917, all members being present and voting, and at a special meeting held in Portland on September 25, 1917, a majority being present and voting, when an amendment was made to the original resolution to make it read as above.

Roy A. Klein

Secretary.

Department respecting the State funds which are or will be available for construction.....

.....

.....

23. List of attached or previously submitted certified copies of resolutions or orders by the county or other local subdivision of the State respecting the funds which are or will be available for construction and maintenance. (See Sec. 5, Reg. 4).....

.....

.....

.....

24. List of forms of the contract and of the contractor's bond attached hereto or previously submitted and proposed to be used in connection with this project Statehighway Department Standard forms of contract and contractor's bond.

.....

.....

.....

8—4346

25. Reconnaissance estimate of cost of project:

Made by _____ Date _____, 19____

Approximate Quantity.	Unit.	Item.	Price.		Amount.	
	Cu. yds.	Excavation, ____% rock				
	Sq. yds.	Surfacing of				
All required		Clearing & Grubbing			2,200	00
106,500	cu.yds	Common Excavation		30	32,550	00
21,000	cu.yds	Intermediate Excavation		60	12,600	00
13,000	cu.yds	Solid Rock Excavation	1	25	16,250	00
65,000	sta.yds	Overhaul		05	3,150	00
		Structures of 20′ span or under				
		Structures over 20′ span				
1,420	lin.ft	Other items 12" Culvert Pipe	1	60	2,272	00
1,350	lin.ft	18" Culvert Pipe	2	50	3,375	00
420	lin.ft.	24" " "	3	50	1,470	00
700	lin.ft	36" " "	6	25	4,375	00
155	cu.yds	Class "C" Concrete	30	00	4,650	00
25	cu.yds	Rubble Masonry	12	00	300	00
4,320	lin.ft.	Piling	2	25	9,720	00
180	M-FBM	Lumber & Timber	75	00	13,500	00
125	cu.yds	Class "A" Concrete	30	00	3,750	00
22,500	cu.yds	Surfacing	2	10	47,250	00
2,000	cu.yds	Filler		30	600	00
				Subtotal	158,012	00
				10% Engineering and Contingencies	15,801	20
				Total	173,813.	20

Length, _____ miles.

Cost, $_____ per mile.

This estimate approved by:

_____

(Title) Office Engineer

26. Amount of Federal aid desired $2,000.00

8—4256

(State in lump sum or percentage, but not both.)

27. Payment desired on completion or as work progresses as work progresses

28. Official, officials, or depository authorized by State law to receive public funds of the State or county and designated by the State Highway Department to receive Federal funds for this project Treasurer of the State of Oregon, Salem, Oregon

29. Additional remarks

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department.)

By

Chairman
(Title of officer.)

By

Commissioner
(Title of officer.)

By

Commissioner
(Title of officer.)

S—4324

CUMMINGS CREEK

BEGINNING OF PROJECT
Sta 748 + 50

← To Dayville

15

16

11

BRIDGE

700

650

Gravel
Sta. 655

BRIDGE NO. 1 →

22

23

Cr.

Shop Cr.

Fields Cr.

24

600

13

Belshaw Cr.

T. 13 S. R. 28 E.

T. 13 S. R. 29 E.

550

18

19

500

PRESENT

COUNTY

Picnic Cr

Gravel
Sta. 481

Warren Cr.

Dustin Cr.

Gravel
Sta. 473

Gravel
Sta. 468

20

29

450

Dry Cr.

22

Birch Cr.

350

27

Gravel
Sta. 382

Moon Cr.

400

28

ROAD

21

JOHN

450

29

COUNTY

Gravel
Sta. 468

Dustin Cr.

Gravel
Sta. 473

20

Gravel
Sta. 481

Warren Cr.

ESENT

Pickle Cr.

Clarks Cr
19
20
21
MT. VERNON
TO LONG CR.
Beech Cr.
24
BRIDGE
BRIDGE No. 2
150
100
200
Gravel
Sta. 197
Gravel
Sta. 174
RIVER
28
29
250
Cr.
30
Riley
Cr.
Harper
25
Mc Clellan
T. 13 S. R. 29 E.
T. 13 S. R. 30 E.
LEGEND
Federal Aid Project
Completed Improvements
Other Roads - unimproved

OREGON STATE HIGHWAY DEPARTMENT

SKETCH MAP ACCOMPANYING

OREGON PROJECT STATEMENT No. 92

CUMMINGS CREEK - COLES BRIDGE SECTION

JOHN DAY HIGHWAY

GRANT COUNTY

Jan 1923.

CONTRACT #668,

SEE:

CONTRACT #667

127

OFF: Contract

67

CONTRACT #676,

SEE:

CONTRACT #667

SFE: Contract

CONTRACT #678,
719

PR 104-B Albany-Corvallis Sec., 1924-1925
Paving
678.719

FE 106 B

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

April 15, 1925

Gentlemen:

Replying to your letter of the 14th instant relative to items on the final vouchers for the Albany-Corvallis pavement, Oregon Project No. 104B, we beg to advise that the information requested on these items was sent to you yesterday.

Delay in complying with your request has been occasioned by the fact that the matter was taken up with Mr. Collier and the information was received from him only yesterday morning.

Yours very truly,

[illegible] tion as your
State Highway Engineer

By
S. H. Probert
Office Engineer

Dict. by J. W. DeSouza:L

cc

DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No. .....

POST OFFICE BUILDING,
PORTLAND, OREG.

April 14, 1925.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Attention - Mr. Probert

Reference is made to our telephone conversation of March 27, relative to final voucher on Oregon 104-B, and requesting information on work done by State forces, particularly the following items:

Grading alignment revision -	$1,515.23
Reshaping shoulders - - - -	1,463.83
Reshaping of roadbed - - - -	2,139.34

This work amounts to about $5,000, and the Washington office has requested further information as to the quantities involved, so that it can be ascertained that the claim is reasonable.

We would be pleased to receive this information at your early convenience.

Very truly yours,

C. H. PURCELL, District Engineer,

By

Acting.

4-17-25 Wire sent
4-16-25 Wire sent
Received from Salem

FH 104B

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

April 14, 1925

Gentlemen:

Reference is made to the query from your office relative to the items claimed under contingency on the final voucher for the Albany-Corvallis Section, Oregon Federal Aid Project No. 104B.

The work covered by the items in question has been as follows:

Maintaining detour by State Forces $1,952.77

This work covered the maintenance of 9.5 miles of detour from May 1st to October 31, 1924. During the paving operations it required the part time use of a truck and grader and two patrolmen. Three hundred cubic yards of screenings were placed at a cost of $1.25 per cubic yard at source of supply. Traffic during the period amounted to about 1200 vehicles per day.

Grading Alignment Revision by State Forces $1,915.25

This work was done by state forces prior to paving by the contractor and yardage were as follows: From Station 205 to 220, 570 cubic yards; from Station 408 to 436, 1,320 cubic yards; Station 480 to 485, 300 cubic yards; Station 512 to 527+70, 400 cubic yards; total 2,590 cubic yards.

Reshaping Shoulders by State Forces $1,463.83

The work was done by state truck and grader during the period from August 20th to November 1st, and consisted of shaping the ditches and banks with a grader and back-sloper.

Reshaping Roadbed by Contractor $2,139.54

This work was done by the contractor during the period from September 20th to October 28th. A foreman and 14 laborers, provided with trucks, teams, and fresnoes, sloped the banks, cleaned ditches and widened shoulders where the state grader and back-sloper could not work. The contractors operations consisted principally of shaping banks and widening shoulders between Stations 125 and 145.

We trust that this will supply you with the information which you desired.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

Dict. by J. W. DeBonna:l

cc

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No.-----

POST OFFICE BUILDING,
PORTLAND, OREG.

February 24, 1925.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

We are herewith returning final voucher covering Oregon 104-B, Albany-Corvallis paving, for correction.

It is noted that two items, "Planking unpaved gaps", at a total cost of $461.49, are included in contingencies. This same question has previously been taken up with our Washington office, and due to the temporary nature of the planking, it is not eligible for Federal aid.

Attention is called to the amount opposite, "Less previous payments by the United States, $132,294.34. This amount should be $134,294.34, which reduces the amount claimed by $2,000.00.

Very truly yours,

C. H. Bell
District Engineer.

Enclosure

#14-29

December 20, 1924.

Fidelity & Deposit Company of Maryland,
Walker, Jewett & Barton, Agents,
Lewis Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 719 for the construction of the Albany-Corvallis Section of the Albany-Corvallis Highway in Benton County, consisting of 9.8 miles of concrete paving has been completed by the contractor, J. C. Compton, and that final settlement will be made by the State with said contractor for work done under said contract on or after December 29th, 1924.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

BY

H. B. Glaisyer,
Chief Clerk.

Dict. J. McFarland.

Form No. 22—22392—6M—8-23

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Nov 29 1924, *19*..

Job Name Albany Corvallis Paving — *Week from* ..... *to* .....

Mail Address Albany

Highway Albany Corvallis — *Telegraph or Telephone Address* 323 J

County Benton — *Job Prefix* 2PB — *Express and Freight Address* Albany

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Built and painted fence at Sta 520

Raised planking at Thornton Creek where fill has settled and tamped 5 yds gravel under them. This is directly over the culvert.

Painted rails at Bowers Slough bridge.

Consider job is finished and will start maintenance charges Dec 1.

Will finish hauling rock from Corvallis Monday. Screenings scarce here in Albany but if I can get some will fix shoulders both ways from Albany.while trucks are here. If not will baade shoulders North and turn both trucks in. Will get the Moreland hopper truck if available to fix shoulders south from Salem to Jefferson.

(See back of this sheet for instructions and detailed information.)

Signed E A Collier

Title .....

OF 1048

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... men,
..... teams, ... steam shovels

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,
..... teams, ... trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project 9.38

Miles paving completed 9.38

Average daily sq. yds. this week .....

Miles shoulders completed both sides 9.38

Contractor's average force for week 0 men,
..... teams, 0 trucks

Percentage of total required yardage now in place 100

Job will be completed about Nov 20 1924

Number men in Engineering Party 1

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job 2PB Percentage 90

Other jobs Maintenance Percentage 10

Other jobs ..... Percentage .....

Other jobs ..... Percentage .....

OF 1048

October 16, 1924.

Mr. Roy A. Klein,
State Highway Engineer,
O f f i c e.

Dear Sir:

As per your request I hand you herewith the following data on the Albany-Corvallis job:

This contract, No. 719, was awarded to J. O. Compton on March 10, 1924. The work of establishing camps and erecting the material plant was started about March 25 and actual paving work was started May 20 and completed on September 19, the contractor having worked 101 days with an average crew of 75 men and 9 trucks, laying an average of 500 lineal feet of pavement each day, or 1000 square yards per day or 203.7 cubic yards per day.

There was used in this job 134,324 sacks or 33,581 barrels or 110 cars of cement. There was used in the pavement 10,506 cubic yards of sand and 15,557 yards of gravel. In addition to this material there was used 2000 yards of gravel on the subgrade and we estimate that 5,500 yards will be used in the shoulders.

This job was originally to be 9.5 miles in length but has actually been paved at this time 9.37 miles. There are 2,112 expansion joints in which was placed 36,218 lineal feet of expansion joint paper. There was also used 7,760 pounds of reinforcing steel. The total estimated cost of this job exclusive of engineering is $232,775 or $24,736 per mile.

The method used in the construction of this work is known as the central proportioning plant method. Sand and gravel was dug from a dry bar along the Willamette River approximately one-half mile from the center of the job and there washed and screened and delivered into trucks that held four proportioned batches ready to be hauled to the five sack mixer on the road. This system proved very successful as well as economical to the contractor and insured a very even proportioning of materials as they were incorporated into the work, as it made it possible for us to keep an inspector at the proportioning plant as well as our two regular inspectors on the paving.

Yours truly,

J. S. Sawyer,

Division Engineer.

JSS:LM

FORM B 25008 SM-11-23

WILLIAM DUBY, SALEM, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

09-104 B

NOTED
J. S. SAWYER

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

Albany, Oregon Sept 27 1924

NOTED
R. A. K.

Mr J S Sawyer

Division Engineer

Salem Oregon

Dear Sir;

In regard to decrease in strength of test cylinders made on the Albany Corvallis paving about which so many hard questions have been asked me this summer will report as follows.

Obtained the tests made on the cement from the bins at Oswego and these show the cement was 14% weaker in tension after June 26th than that shipped before that date.

On June 26th our cylinder tests dropped 16% and continued on this level until middle of August when we had heavy rain and cooler weather and a further slight drop in strength of cement both of which were reflected in a drop in cylinder tests.

I have made a chart showing relation of Oswego bin tests to cylinder tests which will be glad to show you when you come through. Also when complete will submit this with final records of job. These cement tests were not available to me during the summer thought I made several inquiries about them. These tests do not show that any poor cement was shipped to us but that the first shipped was stronger than that shipped later.

Would be pleased to have Mr Klein and Bureau Public Roads acquainted with above facts.

Yours Truly.
E. A. Cutler
Resident Engineer

RJ.1048

Sept. 22, 1924

Mr. E.A.Collier,
Resident Engineer,
Albany, Oregon.

NOTED
J. S. SAWYER

Dear Sir:

We are today in receipt of your monthly estimate for work done to September 20th on the Albany-Corvallis pavement contract No. 719. Accompanying this estimate were force account bills covering orders No.1 and 2.

We note that in connection with the charges under No.2 you have deducted from the total cost under this order $90.30 for hauling with State truck, which leaves a balance of $193.73 to be paid the contractor. We were wondering if it would not be a better way to handle this deduction, if you would send to this office an itemized statement of the time the State truck was being used by Mr. Compton in connection with this work. You should show on this bill the number of hours at the rate which will give the total of $90.30. We will then put the force account bill thru, paying Mr. Compton the force account, which amounts to $284.03, and then deduct from his estimate the $90.30 for the use of the State truct. Handling it in this way will simplify it for our costs and is the general way of handling such deductions.

You should charge the rental of the State truck, and the drivers time on your pay-roll, the same as if the truck had been used on State work and we will take care of the transfer in this office, giving credit as you stated in your bill to 2?B-5b1.

We do not find in the office our copies of work order No.2. Will you please see that these are sent in for Mr. Sawyer's approval and our redord.

We would also like you to send in the four copies of the record of extra work bills, form No.115, to accompany the force account bills submitted with this estimate, order No. 1 the total $90.08 and order No.2 total $284.03.

Very truly yours,

ROY A. KLEIN
State Highway Engineer.

By
S. H. Probert
Office Engineer

Dict. by L. E. Parsons/LL

ccJ. S. Sawyer

September 10, 1924.

Mr. C. H. Purcell,
District Engineer,
Bureau of Public Roads,
Post Office Building,
Portland, Oregon.

Dear Sir:

Receipt is acknowledged of yours of September 8, to which was attached copy of report of A. F. Morris, Associate Highway Engineer, on the Albany-Corvallis paving project, No. 104-B.

Following receipt of this report, the project has been thoroughly investigated as to conditions which obtained both prior and subsequent to the date of your report, which, to my mind, indicates that the matter has been greatly exaggerated as to facts.

It is found that there is not excess of water. True, the water content in the aggregates will vary, depending on the time that the truck is in transit, but the variation is not sufficient to impair the quality of the product. Under present operating conditions, without rehandling the material, there does not appear a method of correcting this feature.

There is no timing device on the mixer. It would have been desirable to have had one. In future work this will be insisted upon to avoid controversy. Our observation is that the concrete has been well mixed. Your report does not indicate otherwise. That is the test.

Our judgment is that, with the present run of sand, the proper proportion is 50 per cent sand and 50 per cent screenings.

It is our opinion that the apparent falling off of the test cylinders may be explained by slower setting caused by cooler nights and that on the seven day tests the cylinders have not acquired the strength which they would have had at seven days with warmer weather such as was experienced earlier in the summer. For instance, compare the seven day tests on the Rex-Tigard pavement taken from sections laid in the fall and winter. These showed very low strength and caused some uneasiness at the time but later came to full strength and the pavement bears out the tests. However, in the present instance, the averages are fair.

As to the influence of the contractor and his precious experience as a black top man, and the inference that the job was being crowded to completion by him without regard to quality of work, sufficient is it

to say that Compton has not been on the job for over three weeks on account of sickness in his family.

Let me invite your attention to the job as a whole. The cross-section is the heaviest laid in this state and heavier than the Washington or California standards. The subgrade conditions are the best in the state, prepared a year in advance, and much additional gravel was used this year to reinforce the weaker places. The grades are negligible, the curvature is well superelevated. Ample water for curing has always been available. Extreme care has been taken to cover with burlap as soon as finishing was completed; earth cover has followed next day. The gravel and sand are of good quality, complying fully with specifications, the cement is a standard brand which tests high. The workmanship is good and the finish excellent. Further, the subgrade has been well shaped and the grades carefully adjusted to fit the ground. Where there has been any doubt, unsettled portions have not been paved.

As a matter of fact, on this job the careful measuring of the aggregate in batch boxes at the stock pile marks a distinct improvement over previous jobs with the old style shoveling off the subgrade and measurement by wheelbarrows. The personnel on the job is good. The chief inspector has had several years' paving experience on federal aid jobs; the resident engineer has been with us since the beginning of the paving program and has handled several paving jobs. The division engineer has come up from the ranks and is well qualified by experience and practice to supervise the work assigned to him. I am sure that the completed work will be a credit to all who have had a part in it, and your Bureau will never have any reason to be ashamed of any work done by the Oregon Department.

I invite your personal inspection of this project or that of an unbiased representative who will view the work with an open mind and not with the supercritical viewpoint of the present report.

Now we are both interested in securing good work and our department welcomes constructive criticism, but I submit that your representative, before expressing himself in a manner which reflects on the capability and integrity of the personnel of the department, should make a careful examination and investigation of the whole project, taking plenty of time to go into each detail thoroughly rather than treat the matter in a superficial manner, stressing exceptional instances rather than general average conditions and drawing conclusions which are not justified by the facts.

Very truly yours,

State Highway Engineer.

RAK:HI

Form P. R. 6

U. S. DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS

State Oregon
Project No. 104-B
District No. 1

Made to District Engineer, Portland, Oregon, September 2, 19 24

Scratch all but one: ~~Preliminary~~ ~~Reconstruction~~ Construction ~~Maintenance~~

Inspection Report on Albany-Corvallis Highway Project

County of Benton & Linn

Date of Inspection August 29, 1924 Made by A. F. Morris

Title Associate Highway Engineer

1—6412

Inspection made with E. A. Collier, Resident Engineer, and J. S. Sawyer, Division, Engineer, State Highway Department. Time spent on inspection - 3 hours.

Project consists of 9.5 miles of cement concrete pavement, 10" edges and 7" center, 18' wide.

Working Force - 61 men.

Work in Progress - Paving Sta. 409/00

Work done to date, Surfacing, Sta. 26 60 84/85; 87 to 186/25; 187/75 to 301/15; 410/50 to 527/71.5
Total 38,832 lin.ft.
" 77,744 sq.yds.
Per cent of pavement completed, 77
" " project " 72

Quality of Work - See extra sheets.

Rate of Progress - Satisfactory.

Quality of Work:

The consistency of the concrete is not uniform. This is due principally to the fact that the aggregate passes directly from the washing plant to the proportioning plant, and is saturated with water when it goes to the trucks. If there is any material difference in the time elapsing between loading and unloading of the trucks there is a wide variation in the amount of water contained in the aggregate when it goes into the mixer. The mix was generally too wet, but two or three panels laid during the time of this inspection were too dry to finish well.

There is no timing device on the mixer, and it was found by checking with a watch that the batches were being mixed only 40 to 50 seconds instead of a full minute. Three slump tests were made at different places. The first two confirmed the opinion that the mix was too wet, slumping 4 to 6 inches. The third test was on an exceptionally dry panel. The slump was only about 3/4 inch. Test cylinders were taken from this panel.

Screen tests of the fine aggregate are taken at the plant every day. The sand has been running finer than heretofore and for this reason the percentage of screenings has been increased until the proportion is now about 50% sand and 50% screenings.

The gravel from which the screenings are made appears to be clean when it goes to the rolls, but the screenings are quite dirty. This is probably due to pulverizing of soft stones in the gravel. Cylinder tests made recently do not show the strength on 7 days of cylinders made at the beginning of the job.

The Division Engineer was on the job only about 30 minutes during this inspection, but the defects noted were discussed with him at the time, and some points were also taken up with him the day previously.

He resented the statement that cylinder strengths were not holding up and insisted they were above the average. As to time of mix, he contended that the time was not essential so long as the mix was good, and that owing to the wetness of the aggregate a full 60 seconds mix was not essential, and that he would rather they would hurry the mix under the existing conditions and get the job done this year than to hold them down and get caught in the rain at the end of the job. He was told that we were far more concerned over the quality of work than the time of completion. Before I left the job the Resident Engineer was requested to see that either a timing device or a watch be kept on the mixer, and to see that the batches were kept as close to the full minute as possible.

The wetness of mix was also objected to and at the time I left the job it was much dryer.

Completed pavement shows a good many hair checks. There is also considerable peeling of surface, probably due to too much water.

There is an attitude of laxness on the part of those in charge. Another inspection should be made in a few days to see that unsatisfactory conditions have been corrected in accordance with requests made at this time.

The unsatisfactory conditions on this project could not exist without the sufferance of the Division Engineer who, instead of taking immediate steps to remedy conditions, assumes a more or less beligerent attitude and attempts to offer excuses.

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No. Albany-Corvallis Highway

POST OFFICE BUILDING,
PORTLAND, OREG.

September 2, 1924

(Confidential)

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

I enclose herewith copy of report made by Mr. Morris, Associate Highway Engineer in charge of the State of Oregon, which I am satisfied fairly represents conditions existing on your Albany job.

We are not satisfied with the attitude of your Division Engineer towards this job and toward the making of better concrete. He is indifferent toward the question of wet and dry, and the little refinements that make up the difference between a high class concrete and a mediocre concrete, or even poor concrete. We believe that altho this job is well along toward completion, that for the future success of this type of pavement and for the good of the Division Engineer on this job you should call these questions to his attention or investigate them yourself.

We have no complaint to make as to low joints, but the variation in the amount of moisture makes it difficult to secure the proper finish. We realize the contractor on this job has been an asphalt paving contractor, but we believe with proper engineering supervision and a little engineering stiffness good concrete can be obtained on this job.

Mr. Morris has taken into consideration the fact that they are using material from a pit that has moisture content variation due to the length of time it may stand. However, this same difficulty makes it all the more essential that extreme caution be exercised in the matter of water in the mix.

We particularly do not like the attitude of Mr. Sawyer, and thru him transmitted to the Resident Engineer, that the time of mix is not important. These things have been too well established by engineers all over the country, as you yourself well know, to permit this Division Engineer to flaunt them. We intend from now on to very closely watch this, due to Mr. Sawyer's attitude, and in case we do not find h's attitude changing, or an effort to improve, we will immediately call this to your attention again.

Yours very truly,

E. M. Powell

District Engineer

Enclosure

April 30th, 1924.

104-B

Mr. E. A. Collier,
Resident Engineer,
Albany, Oregon.

Dear Sir:

In your estimate #1, for the paving of the Albany-Corvallis Section, you make allowance for expansion joint material on hand at a rate of 11¢ per lineal foot.

This allowance appears to us to be somewhat excessive, particularly in view of the fact that it represents ninety per cent of the bid price for expansion joints in place. We do not have at hand any price quotations on expansion joint material, but it is our impression that material of the width required for the Albany-Corvallis work would not cost in excess of 8¢ per lineal foot, laid down on the work. In accordance with the provisions pertaining to allowances for materials on hand as given on page 17 of the contract form, the allowances are not to exceed ninety per cent of the net cost of the material f. o. b. the work, and if our assumption as to the cost is correct, the allowance should not exceed 7.2¢ per lineal foot.

Please advise us at once in regard to this matter, giving in detail the basis upon which you have arrived at the unit price of 11¢. Payment to the contractor will be withheld pending receipt of your reply.

Very truly yours,

ROY A. KLEIN
State Highway Engineer,

By

Office Engineer

SHP:TW

COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

104-B

2 P B Estimate 1

Albany Oregon April 30 1924

Mr S H Probert

Office Engineer State Highway Dept.

Salem Oregon

Dear Sir;

In regard to allowance for expansion joint material on Comptons Contract will advise as follows;

Comptons time keeper showed me a bill for the material which ran as follows

36801 lin ft	3/8"x7½"	at 15.05	$5538.55
4016 " "	3/8"x3"	at 6.50	261.04
		Total	5799.59
Less 42½% off			2464.83
		Net	3334.76
Freight from Ill.			672.00
Unloading&hauling to plant			50.
			$4056.76

Which figures a shade over 11 cents a foot for the 36800 feet. 90% of this is 10 cents which I should have allowed instead of the 11 cents. Please change estimate to this figure.

Now the above is based on bill shown to me. Please get a ~~qx~~ quotation on this material from some Portland outfit say f.o.b. Salem and if it runs anything like the 8 cents you quote we can cut down on next estimate. LaPointe said this stuff cost 11½ at Newberg.

Let me know what quotation you get.

Yours Truly

E. A. Collier

Resident Engineer

Corvallis freight agent checks item $ 672.00

PR #10 d B

March 31, 1924.

Mr. E. S. Gill,
71 Spring Street.
Seattle, Washington.

Dear Sir:

Reference is made to your letter of March 28th, making inquiry in regard to prices for cement, sand and gravel for use in connection with the paving of the Albany-Corvallis Highway.

We have no means of ascertaining the prices at which cement is being purchased by the contractor, but it is likely that this price is very close to $3.50 per barrel, f. o. b. Albany, this price being inclusive of sacks which are returnable at 10¢ each, and being subject to a discount of 5¢ per barrel for cash.

Practically all sand and gravel used in connection with highway work in this State is produced by the contractors with plants erected specially for the project in hand, and we anticipate that the contractor on the Albany-Corvallis job will thus produce his own materials. The Albany-Corvallis work is ideally situated with reference to sand and gravel deposits, and it is likely that these materials can be obtained on this job at considerably below the average cost. The cost of gravel and sand f. o. b. trucks at points within average hauls of three miles should not exceed about 70¢ per cubic yard. As is the case, however, most everywhere in this state, the sand available is too fine and too nearly uniform in size to meet our specifications for the grade of sand to be used in concrete pavement construction, and it will be necessary that this deficiency be overcome by the addition of somewhere from twenty-five to fifty per cent of manufactured sand, which sand will probably cost from $2.00 to $2.50 per cubic yard.

It is difficult to fairly compare the cost of pavement on one job with that on another, due to the fact that so many varying factors enter into paving costs. We feel that we should say for your information that conditions are unusually favorable for cheap construction cost on the Albany-Corvallis Section, and that this cost will undoubtedly be considerably below what we would consider average for this state.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

SHP:TW

OXOM
VICE-PRESIDENT

A. S NICKERSON
TREASURER

Seattle Produce Association

INCORPORATED

E. S. GILL, SECY.-MGR.
71 SPRING STREET
SEATTLE

COFIDENTIAL REPORTS
CREDIT RATINGS
TELEPHONE: MAIN 2765

March 28, 1924.

State Highway Engineer,

Salem, Oregon.

Attention Mr. S. H. Probert

Dear Mr. Probert:-

Thank you very much for favoring me with a copy of the proposal form used in connection with the receiving of bids on the paving of the Albany - Corvallis highway.

Would it be troubling you too much to ask you to give me the price per sack or per barrel quoted to contractors on this highway for Portland cement to be used in the paving and also the prevailing price per cubic yard on sand and gravel used in concrete paving in your state.

Thanking you in advance for the courtesy, I am

Yours very truly,

ESG:C

E. S. GILL

3 Co Mill
10 ¢ for sacks and
5 ¢ for cash

ANSWERED
S. H. Probert

PG-104 B

March 18, 1924.

Mr. J. C. Compton,
McMinnville, Oregon.

Dear Sir:

This department has been advised by the State Industrial Accident Commission that under date of May 1, 1923 you filed notice with that Commission rejecting the provisions of the Workmen's Compensation Law, to become effective on July 1, 1924. It is noted that your rejection is dated at a time when you did not have any state highway contracts.

You are, no doubt, advised that our state highway contracts require insurance with the State Industrial Accident Commission and the purpose of this letter is merely to call your attention to that feature of our standard contract in connection with the Albany-Corvallis paving which was recently awarded to you.

Very truly yours,

State Highway Engineer.

PAK:HI

ADDRESS ALL COMMUNICATIONS TO THE COMMISSION

STATE INDUSTRIAL ACCIDENT COMMISSION

SALEM, OREGON

AUDIT DEPARTMENT

REFER TO FILE JBG: 23779

March
17th
1 9 2 4 .

Oregon State Highway Commission,
Building.

Re: J.C. Compton, McMinnville, Oregon, - #23779.

Gentlemen:

We acknowledge receipt of your communication of March 10th notifying this Commission that the contract for paving of Albany-Corvallis Highway has been awarded to J.C. Compton of McMinnville. We desire to call your attention to the fact that J.C. Compton on May 1,1923 filed notice with this Commission rejecting the provisions of the Workmen's Compensation Law, which rejection is to become effective on July 1, 1924.

Very truly yours,

STATE INDUSTRIAL ACCIDENT COMMISSION,

E E Bragg
Commissioner

RGS

Albany-Corvallis
Paving

March 13, 1924.

NOTED
J. S. SAWYER

MEMORANDUM TO DISTRICT ENGINEER:

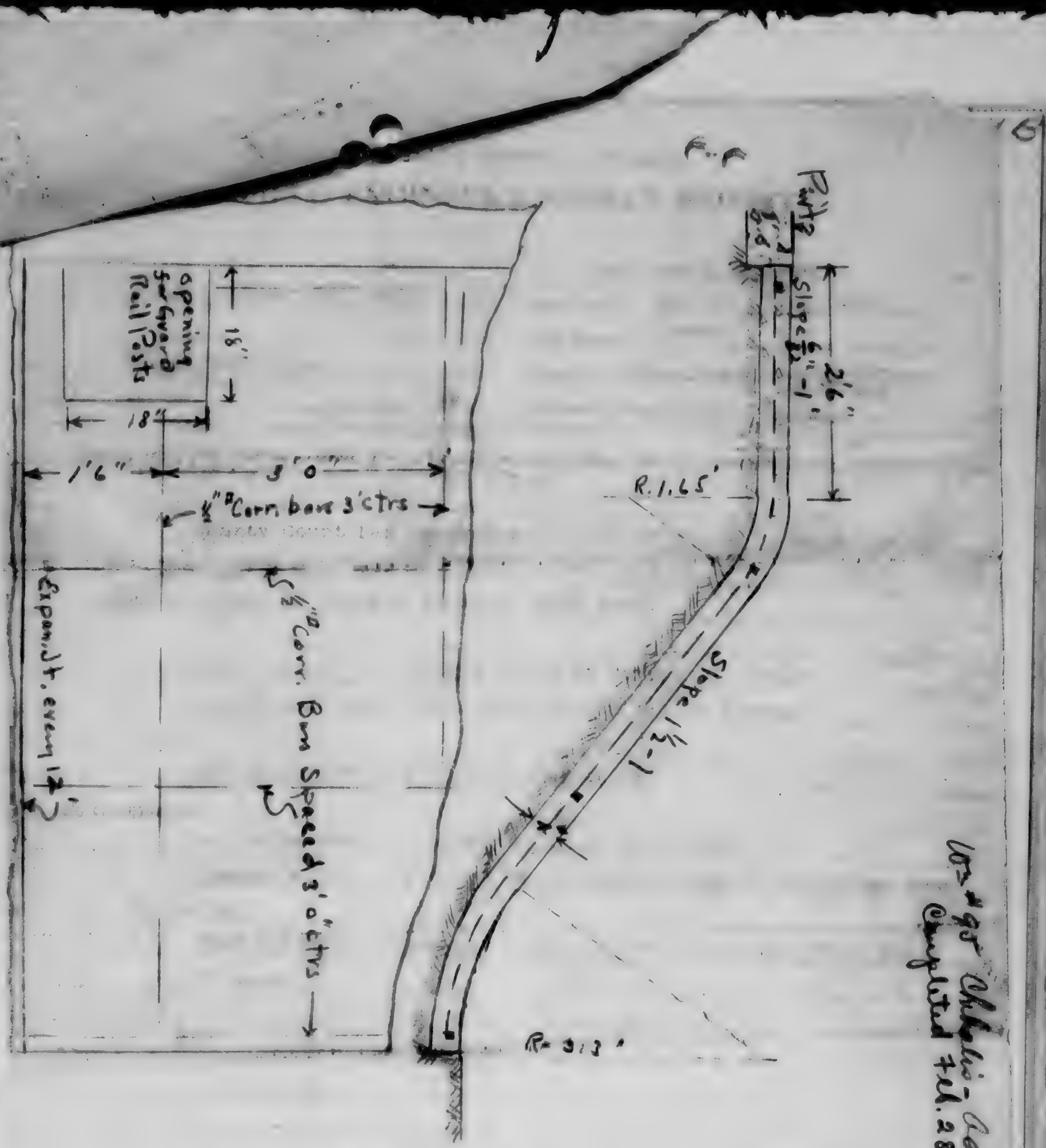
Relative to protection of highway slopes from overflow conditions the following is noted as occurring on Washington Federal aid No.95, Chehalis to Adna, which was completed February 28, 1923:

Near the east end of this project was a section which was subjected to overflow at very extreme high water in the Chehalis river. In 1921 this water rose to an elevation a few inches higher than the embankment upon which it was proposed to pave, and when it broke over some damage was caused to the down stream slope of the fill. At that time, while it was deemed possible to raise the fill a safe height above high water and provide enough openings to equalize the water, it was considered that the cost would probably be greater than to protect the down stream slope of the embankment with a concrete slab or riprap, allowing the water to spill over at such times as that entire valley was under water, which probably did not occur oftener than once in four or five years. Consequently, a few extra pipe culverts were provided and the fill was constructed as a spillway with the down stream slope paved between Stations 42+20 and 59+96. In this slope pavement as completed was 210½ cubic yards of class B concrete at $16, totaling $3,368, together with 10,990 pounds of 1/2" reinforcing bars at 7¢ or $769.30, a total cost of $4,137.30.

In a maintenance report by Mr. McKesson as of June 25, 1923, the comment is made that the paved slope where the highway is subject to overflow is entirely successful.

There is herewith attached a pencil sketch showing detail of this protection as constructed.

H. M. Davis
Highway Engineer.



Los Angeles Co. Engr.
Completed Feb. 28-1923.

Sta. 42+20 to 59+96

210.5 cy Class B Conc.	@ 16.00	$3368.00
10,990 # Rein. bars	@ .07	769.30
		$4137.30

Form No. 39—28293—6M—6-28

P 29-1046

ORI[illegible] STATE HIGHWAY DEPARTM[illegible]

NOTED
J. S. SAWYER

FIELD ENGINEER'S WEEKLY REPORT

Date March 22 1924, 192

Job Name Albany- Corvallis Paving

Week from Mar 15 to 22

Mail Address Albany

Highway Albany-Corvallis

Telegraph or Telephone Address 323 J Office
285 J Res.

County Benton Job Prefix 2 PB

Express and Freight Address Albany

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

County Court has secured all right of way for changes except one tract from Faulkner and expect that will be settled today or Court will go ahead to condemn first of next week.

Power Company is moving poles at Corvallis change.

County has moved fence and grubbed oak at Torreys.

Ran bench levels Albany to Corvallis.

Maintenance

East side road to Corvallis is in good shape.

Johnson with F W D truck hauling screenings to shoulders near Jefferson.

Hauling screenings from Oregon Gravel co to shoulders south of Salem.

(See back of this sheet for instructions and detailed information.)

Signed E A Collier Res Engineer

Title

Title

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project 9.5

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week 0 *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party 3

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job 2rB *Percentage* 85%

Other jobs Maintenance *Percentage* 15%

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

P 1048

Form No. 39—22292—6M—8-23

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FILED

Date March 15 1924, 192

Job Name Albany-Corvallis Paving

Week from March 8 *to* March 15

Mail Address Albany

Highway Albany Corvallis

Telegraph or Telephone Address 285 J evenings

County Benton *Job Prefix* 2 PB

Express and Freight Address Albany

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Made 9 descriptions for new right of way for line changes and put in some time with County Court trying to get owners to sign up. Made survey for line north of the river at Albany also got profile etc for Albany end of bridge.

Made survey and sketch of bridge to Bryant park in Albany for McCullough

Compton up Thursday. Plans to get gravel with floating rig. If present weather holds will start fine grade soon.

Have truck and grader going on road to Corvallis on east side of river and have hauled some screenings to pot holes etc which cannot fill with grader.

NOTED
J. S. SAWYER

(See back of this sheet for instructions and detailed information.)

Signed E A Collier Res Engineer

Title

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project 9.5

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party 3

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job 2 rB *Percentage* 80%

Other jobs Maintenance *Percentage* 20%

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

March 13, 1924.

104 - B

Bureau of Public Roads,
New Post Office Building
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for project agreement on the Albany-Corvallis paving, Project 104-B.

This estimate is being sent to you at this time in order that the necessary formalities may be completed and the agreement ready for execution as soon as the appropriation for the next year is made.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

(Dict. by J. W. DeSouza / TW)

Enclosure.

OREGON STATE HIGHWAY DEPARTMENT — PROJECT NO. 104-B

Albany-Corvallis Section of the Albany-Corvallis Highway in Benton County

(Estimate as basis for project agreement. Based on contract prices)

Salem, Oregon, March 12, 1924.

112,000	sq.yds.	Preparation of Subgrade	.06	6,720.00
2,000	cu.yds.	New Gravel Base	1.75	3,500.00
100,800	sq.yds.	Concrete Pavement	2.04	205,632.00
5,000	cu.yds.	Gravel Shoulders	2.15	10,750.00
36,800	lin.ft.	Expansion Joints	.125	4,600.00
6,000	lbs.	Bar Reinforcement	.07	420.00
		Sub-total		$ 231,622.00
		10% Engr. & Cont.		23,162.20
		Total		$ 254,784.20

Length of project - 9.502 miles.

Cost per mile - $26,813.74

State Funds Available $ 99,017.48

Federal Aid Requested 155,766.72

$254,784.20

PR 1478

ANSWER
NOTED
J. S. SAWYER

NOTED
J. S. SAWYER

RECEIVED
MAR 11 1924

Form No. 30—32292—6M—8-23

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date March 9 1924, 192

Job Name Albany-Corvallis Paving

Week from Mar 2 to Mar 8

Mail Address Albany Oregon

Highway Albany-Corvallis

Telegraph or Telephone Address 285 J evenings

County Benton Job Prefix 2 PB

Express and Freight Address Albany

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Ran line changes at Torrey's, Faulkners and Corvallis and took cross sections for estimate for County Court. Will get out deacripticns for these Monday or Tuesday when Galloway returns.

Several bidders over the job and I expect some bids under $2.20.

Monday drove Corvallis, Monmouth Rickreall, Salem and back, saw the patrolmen, gave them some tools and directions.

Friday went over Monmouth job with Amort, also Rickreall job final inspection with Mr Clark.

RECEIVED
MAR 16 1924
OFFICE OF
DIVISION ENGINEER

(See back of this sheet for instructions and detailed information.)

Signed E A Collier Res Engineer

Title

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project 9.5

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party 3

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... 2 PB ..... *Percentage* 50%

Other jobs ..... 27PB ..... *Percentage* 25%

Other jobs ..... Maintenance ..... *Percentage* 25%

Other jobs ..... *Percentage* .....

February 23, 1924.

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

PR 104 B.

Gentlemen:

Herewith we are enclosing six copies of estimate and four copies of unit price analysis, and special provisions on the Albany-Corvallis paving, Project 104 B.

Three blue print sets of plans are today being sent to you by express. The fourth set will be forwarded on either Monday or Tuesday of next week.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

(Dict. by J. W. DeSouza / TW)
Enclosure.

OREGON STATE HIGHWAY DEPARTMENT — PROJECT NO. 104 B

ALBANY-CORVALLIS SECTION OF THE ALBANY-CORVALLIS HIGHWAY IN BENTON COUNTY

Salem, Oregon, February 25, 1924.

(Estimate with plans. Not as basis for agreement.)

112,000	sq.yds.	Preparation of Subgrade	.05	$ 5,600.00
2,000	"	New Gravel Base	1.75	3,500.00
100,800	"	Concrete Pavement	2.46	247,968.00
5,000	cu.yds.	Gravel Shoulders	1.75	8,750.00
36,800	lin.ft.	Expansion Joints	.15	5,520.00
6,000	lbs.	Bar Reinforcement	.10	600.00
		Sub-total		$271,938.00
		10% Engr. & Cont.		27,193.80
		Total		$299,131.80

Lengthof Project, 9.502 miles.

Cost per mile, $31,480.93

OREGON STATE HIGHWAY DEPARTMENT — PROJECT NO. 104 B.

ALBANY-CORVALLIS SECTION OF THE ALBANY-CORVALLIS HIGHWAY IN BENTON COUNTY

Salem, Oregon, February 25, 1924.

(Analysis of Estimated Surfacing Price)

Cement per cu.yd.- -	$ 5.79
Sand per cu.yds.- -	1.15
Gravel per cu.yd.- -	1.36
Mixing per cu.yd.- -	.71
Placing, Forms, etc. per cu.yd.- - - - - - - - - - - - - - -	.36
Total Estimate per cu.yd. - - - - - - -	$ 9.37
Cost per sq.yd. @ .2037 cu.yds. - - - - - - - - - - - - - - -	1.89
Finishing, curing, etc., sq.yds. - - - - - - - - - - - - - -	.05
Equipment, Overhead, etc. - - - - - - - - - - - - - - - - -	.20
Sub-total- -	$ 2.14
15% profit- -	.32
Estimated bid price- -	$ 2.46

Origin of Cement - Oregon.
Origin of Sand - 2/3 Local, 1/3 manufactured or imported.
Origin of Coarse Agg. - Local

Average haul on concrete materials - - 3 miles.

SPECIAL PROVISIONS:

Albany-Corvallis, Paving.

TYPE OF PAVEMENT

The pavement to be laid under this contract shall be of the type referred to in the standard specifications as "Portland Cement Concrete Pavement". It shall be constructed of concrete of a 1:2:3 mix. It shall have a basic width of eighteen (18) feet, and the cross-section shall be as indicated upon the plans, provided, however, that the width and crown shall be subject to the usual variation on curves, at intersections, and at other places requiring special treatment. Along each side of the pavement there shall be constructed a gravel shoulder of the cross-section indicated on the plans.

PREPARATION OF SUBGRADE

The subgrade shall be prepared in accordance with the standard specification for "Preparation of Subgrade" except as follows:

Area to be Prepared:

The area of subgrade to be prepared shall be the area included within lines parallel to and one foot outside of the edges of the finished pavement.

Addition of New Gravel:

At places where the grades for the bottom of the pavement, as established by the Engineer, are above the grades to which the existing surfacing can be shaped up without the addition of new materials, new gravel shall be added. Gravel for this purpose shall be of the same kind, size and quality as is hereinafter specified for the gravel to be used in the construction of gravel shoulders, and payment for same will be made at the price bid per cubic yard, loose measure, for "New gravel base".

Pay Area for Preparation of Subgrade:

The number of square yards of "Preparation of Subgrade" to be paid for shall be the number of square yards of subgrade actually prepared as specified within lines parallel to and one foot outside of the edges of the finished pavement.

PORTLAND CEMENT CONCRETE PAVEMENT

The pavement shall be constructed in accordance with the standard specification for "Portland Cement Concrete Pavement", supplemented as follows:

Sand:

The attention of bidders is called to the fact that practically all Willamette Valley sands fail to meet the requirements specified for sand for use in concrete pavement, unless there is added at least one part of crushed or ground material to two parts of sand. The sand situation should be carefully investigated by all bidders.

Expansion Joints:

Expansion joints shall be spaced twenty-five (25) feet, center to center, or closer if the Engineer so orders.

The bituminous felt or other expansion joint filler material shall be of such width and of such shape as will insure a complete severance of the concrete.

Surface Evenness:

No portion of the finished surface of pavement shall be more than three-eights of an inch below a straight edge ten feet in length, nor more than one-fourth of an inch below a straight edge five feet in length, the straight edge in both cases being laid on the pavement parallel to the center line thereof.

GRAVEL SHOULDERS

The gravel shoulders shall be constructed and paid for in accordance with the following provisions:

Materials:

Gravel from which to construct shoulders shall be durable, well graded and reasonably clean run-of-bar gravel all of which will pass a screen with one and one-half (1½) inch circular openings. It shall contain not less than twenty- (20) per cent, nor more than forty(40) per cent of material passing a screen with one-quarter (¼) inch square openings.

Preparation of Subgrade:

The portion of the subgrade upon which the shoulders are to be constructed shall be built up to the elevation indicated on the plans, either as an "Extra Work" item, or by state forces. The subgrade thus built up shall then be thoroughly compacted by rolling, the rolling being done with a heavy cast iron cylinder attached to the wheel of a truck or with some other effective and satisfactory form of roller.

The rolling of the subgrade shall be done by the contractor, and the expense of same shall be borne by him.

Construction of Shoulders:

The gravel shoulders shall be constructed in two courses, each course to be of the cross-section indicated on the plans. The gravel for each course shall be carefully spread, and after having been spread, shall be compacted as well as practicable by rolling with the same type of roller as is above specified for the rolling of the shoulder subgrade.

If the engineer considers the incorporation of filler with the shoulder gravel to be desirable, and warranted, the filler shall be added in accordance with his instructions, payment for same to be made as an "Extra Work" item.

Payment:

For the construction of gravel shoulders as above provided, the contractor will receive payment at the price bid per cubic yard for "Gravel Shoulders", the price bid being understood to cover the compacting of the subgrade and the furnishing, hauling, spreading, and compacting of the shoulder gravel. The construction of the shoulders will not be paid for on a lineal foot basis, separately from the payment for the materials used, and no separate payment will be made for the preparation of the shoulder subgrade except as above specifically provided.

The quantity of "Gravel Shoulders" to be paid for shall be the number of cubic yards of new gravel furnished and incorporated in the gravel shoulders. The gravel shall be measured loose aboard trucks or other conveyances at the point of their loading.

PTP-104 B

FORM 8A 33808 5M-9-23

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. M. MALONE, CORVALLIS
} COMMISSIONERS

NOTED
J. S. SAWYER

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

Albany Ore.

Feb. 9, 1924

The County Court of Linn County

Albany Oregon.

Gentlemen,

I am in receipt of a bill from County Clerk R.M.Russell to the amount of $418.50 for scarifying and blading the East side County road from Albany to Corvallis. The agreement with the County Court was that The Highway Department would maintain the road after the County had put it in shape. In the condition which the road was in it was impossible for the Highway Department, with the light equipment it had available, to blade it.

In view of the above I can not see my way clear to OK the bill.

Yours Respectfully

C.H.Wright

Res. Engr.

Copy to R.A.Klein
State Hwy. Engr.

RECEIVED
FEB 12 1924

SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS
Tele
Day
Night
Night

If none appears after words) this otherwise its symbol appears after the check.

76 THIRD ST., COR. OAK, PORTLAND, ORE.

PT 1248

RECEIVED AT

18CS WG 100 BLUE

CORVALLIS ORG 230P FEB 5 1924

STATE HIGHWAY COMMISSION 975

NOTED R.A.K

COURT HOUSE PORTLAND ORG

WE WOULD RESPECTFULLY URGE YOUR HONORABLE BODY THAT IF POSSIBLE BIDS BE CALLED FOR THE PAVING OF THE CORVALLIS ALBANY ROAD AT THE PRESENT MEETING OF THE COMMISSION SO THAT THE CONTRACT MAY BE AWARDED NOT LATER THAN THE MARCH MEETING STOP UNLESS ACTION IN THIS PROJECT IS EXPEDITED WE FEAR IT WILL NOT BE POSSIBLE TO COMPLETE THIS WORK THIS YEAR AND THE ROAD WILL BE CLOSED TO TRAFFIC YET ANOTHER SEASON STOP WITH THE CONSTANTLY INCREASING TOURIST TRAVEL AND THE FACT THAT THE HARRISBURG FERRY IS INTERRUPTED IN ITS SERVICE THE IMPORTANCE OF THIS PROJECT DESERVES IMMEDIATE ACTION

CORVALLIS CHAMBER OF COMMERCE

255P

WASHINGTON
GOVERNMENT PRINTING OFFICE
1922

Form P. R. 2

State Oregon

Project No. 104, Section B.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

AMENDED FEBRUARY 28, 1919

AND

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

WASHINGTON
GOVERNMENT PRINTING OFFICE
1922

Form P. R. 3

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 15 th day of July, 1924

by and between the State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended by act approved February 28, 1919 (40 Stat., 1189), entitled "An Act Making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," and by Act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes":

Whereas the Highway Department of said State submitted on the 8th day of January, 1924, a project statement, which was approved by the Secretary on the 16th day of February, 1924, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 26th day of February 1924, and approved by the Secretary on the 23rd day of June, 1924; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of one hundred fifty-five thousand, seven hundred sixty-six and 72/100 dollars ($ 155,766.72) as the share of the United States payable under said act on account of said Section B of project, which does not exceed 61.13673 per cent of the total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT.

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State from sale of bonds authorized by Legislature under Chapter 175, Laws of 1917, and Chapter 31, Laws of 1920 (Include amount, date, and citation of act of legislature by which authorized.)

*(b) By the count..... of ..... (Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

such funds having been placed under the direct control of the Highway Department by .....
(State how placed under direct control of Highway Department.)

*(c) By the count..... of ..... (Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

*(d) .....

ROAD EMBRACED IN PROJECT.

ARTICLE II. This agreement covers the following road as described in detail in said surveys, plans, and specifications:

Between survey station 26+00 about 1/2 mile north of Albany, and survey station 527+70.4 at the Corvallis City Limits, terminal points, a distance of 9.5 miles, known locally as the Albany-Corvallis Highway between Albany and Corvallis, Benton and Linn Counties, being Section B of Oregon Federal Aid Project No. 104 as approved by the Secretary of Agriculture on February 16, 1924.

CHARACTER AND METHOD OF CONSTRUCTION.

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.

(*b*) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

(c) The Highway Department hereby agrees that it will later submit plans, specifications and estimates and enter into project agreements to cover the remaining mileage of said Oregon Project No. 104 as approved by the Secretary of Agriculture on February 16, 1924. The Highway Department further agrees that within two years after the completion of the improvement covered by this agreement it will, with or without Federal Aid, provide for the reconstruction of the bridge over Bowers Slough in a manner satisfactory to the Bureau of Public Roads.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT.

ARTICLE IV. The United States pro rata share of the cost of Section B of said project shall not in any event exceed

(*a*) the said sum of one hundred fifty-five thousand, seven hundred sixty-six and 72/100

dollars, certified to the Secretary of the Treasury as above mentioned, being 61.13673

per cent of two hundred fifty-four thousand, seven hundred eighty-four and 20/100

dollars, the approved total estimated cost of Section B of said project, nor (*b*) the said per centum of the value of the labor and materials which shall have been actually put into the construction of Section B of said project in conformity to said plans and specifications.

PAYMENTS.

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of the said certified sum, or so much thereof as may be due under the terms hereof, to .....

.....
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the ..... (State or county.) of ..... (Name.)
(Strike out if not appropriate.)

STRICKEN OUT

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to .....

the State Treasurer
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State (State or county.) of Oregon (Name.) of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $ 18,341.02 per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT.

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: In accordance with Resolution of (Include reference to statute authorising funds and probable amount annually available.)

August 7, 1917, under Chapter 257, Laws of 1917

OF AGRICULTURE

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth surfaced highway.

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the ....., upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: .....

(Include reference to statute authorizing .....

funds, probable amount annually available, and how will be placed under direct control of Highway Department.) .....

*(*b*) By the ....., upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .....

(Include reference to statute authorizing .....

funds and probable amount annually available.) .....

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: .....

.....

.....

.....

*(Strike out if not appropriate.)

STRICKEN OUT

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 23rd day of June, 1924.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department.)

By C. M. Duby
Chairman, State Highway Commission
(Title of officer.)

By .....
Member, State Highway Commission
(Title of officer.)

[SEAL.] By W. H. Lamb
Member, State Highway Commission
(Title of officer.)

By .....
(Title of officer.)

By .....
(Title of officer.)

[SEAL.] C. W. Marvin
ACTING *Secretary of Agriculture.*

Form No. FR. 3

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(*Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, as amended by "An Act making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," approved February 28, 1919, and by "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," approved November 9, 1921 (42 Stat., 212).*)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between survey station 26+00 about 1/2 mile north of Albany, and survey station 527+70.4 at the Corvallis City Limits

locally known as the Albany-Corvallis Highway between Albany and Corvallis, Benton and Linn Counties, being Section B of Oregon Federal Aid Project No.104 as approved by the Secretary of Agriculture on Feb. 16,1924, and designated in the records of this Department as Section B of Project No. 104, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 254,784.20 as the total estimated cost of Section B of said project, and the sum of $ 155,766.72 as the share of the United States, payable under said acts on account of Section B of such project, which does not exceed 61.15675 per cent of said total estimated cost.

Done in the District of Columbia, this 23rd day of June one thousand nine hundred and Twenty-four, as witness my hand and the seal of the Department of Agriculture.

C. W. Marvin
ACTING *Secretary of Agriculture.*

GOVERNMENT PRINTING OFFICE 9—4200

To STATE HIGHWAY COMMISSION of the State of Oregon:

WHEREAS the said State Highway Commission is about to improve the road between Albany and Corvallis by hard surfacing, and

WHEREAS, the question has arisen as to the kind of hard surfacing,

NOW, THEREFORE, we, the undersigned citizens of Benton County interested in said improvement, petition your Honorable Body that said hard surfacing be of cement concrete, for in our opinion said cement-concrete pavement is the best type of pavement for this particular road.

Name:	Address
Faye Barzee	Corvallis, Ore.
J W McFadden	" "
G O Jordan	" "
C A Mullen	" "

To STATE HIGHWAY COMMISSION of the State of Oregon:

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Name:	Address
Faye Barzee	Corvallis, Ore.
J W McFadden	" "
Geo Jordan	" "
C A Spillers	" "
R A Long	" "
Robt Johnson	" "
Eugene Smith	" "
L Bellamy	" "
W L Chambers	" "
Thos H Legate	" "
D H Lademeier	" "
Geo. L. Grimes	" "
Cecil L. Troyer	Albany, Ore.
Bert Taylor	Corvallis, Ore
Robt A Stamm	Corvallis Ore,
Edwin K Pratt	Corvallis Ore

M Glenn	Corvallis Ore
I [illegible]	[illegible]
H. Huffman	[illegible]
E D. Davis	Corvallis Oregon
Earl Badurick Jr	Corvallis " "
Jay Linney	" "
L.V.A. Foster	" "
N Gilbert	" "
R S Williams	" "
Gary L Strayer	" "
E.R. Alexander	" "
J M [illegible]	[illegible]
Robt Beel	
Jack Kalton	" "
P.A Strayer	" "
Howard Cole	" "
N. E. Gove	" "
H.E. Bonne	" "
A. M. Byrd	" "
W E Isaac	Corvallis Ore
A.L. Ingalsby	Corvallis Ore
J C Elliott	Corvallis

Frank Bangs	Corvallis Ore
Elmer S Reiman	Corvallis Ore
O. A. Brown	City
L. D. Russell	" "
P. J. Stephens	" "
Wm. Starr	" "
J. S. Finley	Corvallis Ore
R. L. Taylor	Albany Oregon
A. N. Fraser	Corvallis Ore
Paul Crook	Corvallis Ore
V. O. Thomas	Corvallis Ore
Nellie Bolliger	Corvallis Ore
Jennie Hall	Corvallis Ore
H. Lamb	Corvallis Ore
M A Rickard	Corvallis
J. C. Cary	"
L. W. Read	"
Chas. G. Porter	"
U. M. Heckart	"
Hugo Schmidt	"
Ben Boylan	"
F W Chester	"

F. R. Pettis	Canada	
C. Bentley	"	"
J. A. Moore	"	"
F. C. Walton	"	"
E. R. Branch	"	"
& Son	"	"
Earl Templeton	"	"
Albert Baker	"	"
Guy Mahin	Canada	Ore
Fred Kiest	"	"
L. E. Miller	"	"
Wm C. Hunter	"	"
A R Grout	"	"
F Johnson	"	"
C.O. W.St.	"	"
W. A. Reams	"	"
Dr. J. E. Robins	"	"
S S Henkle	"	"
D D Bowman	"	"
J Henkle	"	"
C Anderson	"	"
Alice Mc Cormick		
H. W. Smith		
J F Martin		

Corvallis Ore

Corvallis Oregon

Corvallis Ore,

Corvallis Oregon.

Corvallis, Ore

Corvallis Ore

Corvallis, Ore.

Corvallis Ore

"

Corvallis

Corvallis Ore

To STATE HIGHWAY COMMISSION of the State of Oregon:

WHEREAS the said State Highway Commission is about to improve the road between Albany and Corvallis by hard surfacing, and

WHEREAS, the question has arisen as to the kind of hard surfacing,

NOW, THEREFORE, we, the undersigned citizens of Benton County interested in said improvement, petition your Honorable Body that said hard surfacing be of cement~~/~~ concrete, for in our opinion said cement-concrete pavement is the best type of pavement for this particular road.

Name:	Address
J. O. Wilson	Corvallis Ore
R. C. von Lehe.	" "
A. Johnson	Corvallis, Ore.
H. B. Auld	Corvallis, Oregon
[illegible]	[illegible]
Samuel M. Dorrin	Corvallis, Ore.
[illegible]	[illegible]
[illegible]	Corvallis Oregon
A. W. Blackburn	Corvallis Ore.
R. M. Johnston	Corvallis Ore
L. E. Hewitt.	" "
L. C. Woodcock	Corvallis Ore
C. G. Blakely	Corvallis Ore.
M. McAlpine	Corvallis Ore
H. O. Schmidt	— " — "

Robt Johnson	Corvallis Oregon
J. W. Brumbaugh	Corvallis Oregon
J E Ralfe	Corvallis Oregon
Calvin Ingle	Corvallis Or.
W. T. Wood	Corvallis
Fred Fobes	Tilton, H
R L. Stevenson	Corvallis
C H Wilson	Corvallis Ore.
H.P. Adleman	Corvallis Oregon
S. Lansing Hunt	Corvallis, Oregon
A M Woodley	Corvallis Oregon
W. A. Reid	Corvallis Oregon
Leo Parker	Corvallis Oregon
H. Gerrod	Monroe
R. M. Pratt	Corvallis, Oregon
B N Johnson	Monroe
Engalls	Corvallis
Arthur Parker	Do
H. E. Walter	Corvallis, Ore.
F. Thordarson	" "
Elbert F. Reed	" " R. F. D
D R Smith	Corvallis Oreg.

E O Roberts	Corvallis, Ore.
W. E. Tyler	Corvallis Ore
[illegible] Beaumont	[illegible] Corvallis Ore.
H. S. Keene	Corvallis Ore.
Chas M Nelson	Corvallis Ore
Paul Howells	Corvallis Ore
George Whitesides	Corvallis Ore
S. K. Hartsock	Corvallis Ore
Jno R. Norris	" "
C. P. Gumaer	" "
J A Gallagher	Corvallis
L G Traver	Corvallis
Rob G Hunter	Corvallis Ore
L. P. Lepsig	" "
Howard Fahey	Corvallis Oregon.
Ambrosen	"
P. H. Peyra	"
P. H. Nelson	Corvallis, Oregon.
Thos H Nelson	Corvallis Oregon.

O B Stanley	Corvallis, Ore.
G. B. Coon	Corvallis Ore
R De Mars	Corvallis Ore
L. M. Brown	Corvallis, Oregon
L B. Ward	Corvallis Oregon
L Tolman	Corvallis Oregon
Claude Butler	Corvallis Ore. R # 4,
W. D. Johnson	Corvallis Ore
Arthur W Lawrence	Corvallis, Oregon
H. Crawford	Corvallis, Oregon,
Ernest Phillips	Corvallis Ore
S. L. Wagner	Corvallis Ore
J Porter	Corvallis Oregon
E M Smith	Corvallis Oregon
Fred Drachsler	Corvallis Ore
Victor Johnson	Corvallis Oregon
H. McTagen.	Corvallis Oregon
Lester Simmons	Portland, Oregon.
Roy Ortell	Corvallis Oregon
H Toepelt	Corvallis Oregon
S. A Thompson	" "

To STATE HIGHWAY COMMISSION of the State of Oregon:

WHEREAS the said State Highway Commission is about to improve the road between Albany and Corvallis by hard surfacing, and

WHEREAS, the question has arisen as to the kind of hard surfacing,

NOW, THEREFORE, we, the undersigned citizens of Benton County interested in said improvement, petition your Honorable Body that said hard surfacing be of cement, concrete for in our opinion said cement-concrete pavement is the best type of pavement for this particular road.

Name:	Address
W J Small	Corvallis Oregon
J. M. Porter	" "
John Bauer	" "
Chas. L. Springer	" "
Chas. A. Woodmansee	" "
L. Gauch	" "
H. E. Boger	" "
J. E. [illegible]	" "
R. H. Pickard	" "
A. C. Van Cleve	" "
W. Graham	" "
E. J. Wilson	" "
[illegible]	" "
R. N. Lee	" "
D. Edwards	
Phil Howard	" "
E. H. Huffman	
Frank R. McNamee	" "
Orrin W. Catlett	" "
E. A. Kyle	" "

G. L. Creary		
R. W. Scott	Corvallis	Rt No 2
L. E. Whittaker	"	
R. V. Thurston	"	
H. S. Richardson	Corvallis	Ore
[illegible]	"	"
A. A. Hauser	"	"
C. D. Winston	"	"
A. H. Bytebier	"	"
W. J. Peck	"	"
A. Hauser	"	"
Dr. J. N. Williams	"	"
H. Ford	"	"
J. F. Yates	"	"
Jay Bloom	Corvallis	Oregon.
Harold Downs	Corvallis	Ore.
John H. Allen		
J. Bryan Lee		
J. F. Scott	Corvallis	Ore
Wm Norris	"	"
A. H. Sellers	"	"
C. W. Dryden	"	"
J. G. Gilkey	"	"
H. W. Holgate		

James Cooper	212 — & Corvallis
Frank Sheridan	613 "
C. A. Lehnert,	1027 - 10th & Corvallis, Ore
H. W. Bailey —	1154 Wash. St Corvallis
R. H. Stoner	911 S 10 "
L. D. Coleman	[illegible] Wash - Corvallis
Omar Sandhan	534 So 3rd "
H. Armstrong	728 n 12th "
H. Bertrand	629 S. 6 "
Marvin Kinney	230 n 6 "
Floyd Graves	124 n 14 "
A. R. Smith	Corvallis Ore
W. B. Newton	" "
Scott King	"
Lake Edwards	Corvallis Ore
R. M. Whitmore	Corvallis Ore.
J. R. Smith	" "
E. A. Smith	" "
Ed Smith	" "
C. B. Stroud	" "
Peter Whitaker	Corvallis R.F.D. 4 Ore
Dan Rufe	
A. W. Kelly	Corvallis

[illegible]	Cavalier Co	
Irvin Knight	"	"
T. J. Allen	"	"
George Whaley	"	"
Clem H Hodes	"	"
J W Hunt	"	"
[illegible]	"	"
[illegible]	"	"
O B. Young	"	"
E A Lodeen	"	"
Wm Konick	"	"
[illegible]	"	"
[illegible]	"	"
[illegible]

To STATE HIGHWAY COMMISSION of the State of Oregon:

WHEREAS the said State Highway Commission is about to improve the road between Albany and Corvallis by hard surfacing, and

WHEREAS, the question has arisen as to the kind of hard surfacing,

NOW, THEREFORE, we, the undersigned residents along the said road to be improved, prefer cement/concrete pavement for the reason that in our opinion it is more desirable for the farmers' use than other kinds on account of the same not being as dangerous to horse and vehicle traffic.

	Name:	Address:
1	E E Long Lyle	[illegible] Corvallis Oregon
2	W A Lyle	R. F. D. 1 Corvallis Ore
3	[illegible]	[illegible]
4	W. L. Jenkins	R. F. D. 1 Corvallis
5	[illegible]	[illegible]
6	[illegible] Curtis	[illegible] Route - 1
7	John [illegible]	[illegible] Route 1
8	[illegible]	[illegible] Route 1.
9	[illegible]	[illegible] Rout. 1.
10	[illegible]	[illegible]
11	W. R. [illegible]	[illegible]
12	Kyger & Taylor	Corvallis Ore R No 1
13	John A Monroe	" " " "
14	A Rennie	" " " "

15	Mrs J Johnson	Corvallis	
16	Jay McReynolds	Corvallis R# 1.	
17	John Fuqua	Corvallis R# 1	
18	W. A. Schmidt	" "	#1
19	W B Carroll	" "	#1
20	Mrs H H Robinson	Corvallis Ore R#1	
21	Mrs Ray Kelly	Albany Route 4.	
22	Mrs Lyn Torrey	Albany Route 4	
23	J B Kendall	Albany Route 4	
24	Chas Mitchell	" "	4
25	J G. Medley	" "	4
26	Wm T. Plagmann.	" "	4
27	Mrs Pearle A	" "	4
28	Jed J Looney	" "	4
29	John W. Hall	" "	4
30	W W Cole	" "	4
31	Viola Walker	" "	4
32	H. A. Buchmyer	Lacomi	1
33	G H Hector	" "	1
34	Mrs H. Hector	Albany "	4
35	C. J. Hector Sp Del	"	4
36	Julius Mann	"	4
37	Theodore Coll	"	"
38	Miss Krueger	"	4
39	H. H. Hartwell	Albany	4
40			

41	Jeff Meyers	Corvallis oregon R.F.D #1
42	R P Mayo	Albany oregon R.F.D #1
43	G. W. Goff	" " " 4
44	R S Bailey	Rt. 4 Albany
45	Henry S. Lee	R 4 Albany
46	[illegible]	R 4 "
47	Jas. McAfee	R - 4 "
48	Lewis Middleton	R.F. 4. "
49	James E. Parker	R. 4 "
50	Wm Grant Gilliland	R. 4 "
51	Chas W Gs Williamson	R 4 "
52	Peter Gilbert	R 4 "
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Officers and Directors
B. E. ALLEN, PRES.
O. F. P[illegible]NZKE, VICE-PRES.
GEO. R. DICKINSON, SEC.
C. O. HAWKINS, TREAS.
A. L. THOMAS
LESTER MARTIN
GEO. ASHCRAFT

Newport
Chamber of Commerce
Newport, Oregon

R[illegible]AR MEETING
2ND AND 4TH WEDNESDAY
EVENING OF EACH MONTH

R E S O L U T I O N

WHEREAS, the State Highway Commission has decided to pave that certain portion of road between the City of Albany, Oregon, and the City of Corvallis, Oregon. on the west side of the Willamette River.

AND WHEREAS, the State Highway Commission has the power to decide what kind of pavement they desire placed on this certain road, at the time of opening bids, for this said work, now therefor be it RESOLVED by the Board of Directors, of the Newport Chamber of Commerce, in regular session assembled, that we favor the letting of this contract, and that the State Highway Commission use their discression as to what kind of pavement they wish used on this certain road. That we favor a concrete pavement, and that when the State Highway Commission pass their judgement on this question that it will be for the best interests of the State of Oregon.

BE IT FURTHER RESOLVED, that a copy of this resolution be sent to the State Highway of the State of Oregon.

The foregoing resolution was duly adopted by the Bpard of Directors of the Newport Chamber of Commerce. in the City of Newport, Oregon, this 6th. day of March. 1924.

[signature]
Secretary.

Officers and Directors
B. E. ALLEN, Pres.
O. F. W. ANZKE, Vice-Pres.
GEO. R. DICKINSON, Sec.
C. O. HAWKINS, Treas.
A. L. THOMAS
LESTER MARTIN
GEO. ASHCRAFT

Newport
Chamber of Commerce

REGULAR MEETING
2ND AND 4TH WEDNESDAY
EVENING OF EACH MONTH

Newport, Oregon
March. 7. 1924.

Mr Roy Klein, Secretary.
State Highway Commission.
Salem. Ore.

Dear Sir:

Inclosed please find a copy of resolution duly passed by our board of directors at their meeting last night.

Trusting that it reaches you promptly and that it may be of some use to you I remain.

Yours truly.

Secretary.

Officers and Directors
B. E. ALLEN, Pres.
O. P. K. ANZKE, Vice-Pres.
GEO. R. DICKINSON, Sec.
C. O. HAWKINS, Treas.
A. L. THOMAS
LESTER MARTIN
GEO. ASHCRAFT

Newport
Chamber of Commerce

REGULAR MEETING
2ND AND 4TH WEDNESDAY
EVENING OF EACH MONTH

Newport, Oregon
March. 7. 1924.

Mr Roy Klein, Secretary.
State Highway Commission.
Salem. Ore.

Dear Sir:

Inclosed please find a copy of resolution duly passed by our board of directors at their meeting last night.

Trusting that it reaches you promptly and that it may be of some use to you I remain.

Yours truly,

Secretary.

KIWANIS

RESOLUTIONS

WHEREAS, the State Highway Commission has advertised for bids for the Paving of the Albany-Corvallis Highway on the west side of the Willamette and that is is purposed to let contract for same on March 10, and

WHEREAS, the said Albany-Corvallis highway is desitned to carry heavy traffic throughout the year, and

WHEREAS, during the wet season certain types of road are dangerous to traffic, both to motor driven vehicles and horses, due to wet and slippery conditions; therefore

BE IT RESOLVED, that in view of these conditions it is the judgment of the Kiwanis Club of Corvallis, this road should be of heavy concrete construction which would lessen the element of danger to traffic and in the long run would be the most economical in construction and would best serve the interests of the taxpayers not only in this section but the entire state.

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the State Highway Commission of the State of Oregon.

The foregoing resolution was adopted by the Kiwanis Club of Corvallis at its meeting of March 5, 1924.

Franklin Thompson
Secretary

KIWANIS

RESOLUTIONS

WHEREAS, the State Highway Commission has advertised for bids for the Paving of the Albany-Corvallis Highway on the west side of the Willamette and that is is purposed to let contract for same on March 10, and

WHEREAS, the said Albany-Corvallis highway is desitmed to carry heavy traffic throughout the year, and

WHEREAS, during the wet season certain types of road are dangerous to traffic, both to motor driven vehicles and horses, due to wet and slippery conditions; therefore

BE IT RESOLVED, that in view of these conditions it is the judgment of the Kiwanis Club of Corvallis, this road should be of heavy concrete construction which would lessen the element of danger to traffic and in the long run would be the most economical in construction and would best serve the interests of the taxpayers not only in this section but the entire state.

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the State Highway Commission of the State of Oregon.

The foregoing resolution was adopted by the Kiwanis Club of Corvallis at its meeting of March 5, 1924.

Franklin Thompson
Secretary

ROTARY CLUB

R E S O L U T I O N

WHEREAS, it has been determined by the Highway Commission of the State of Oregon to pave that certain road between the City of Albany, in Linn County, Oregon, and the City of Corvallis, in Benton County, Oregon, on the West side of the Willamette River.

AND WHEREAS, the character of pavement is to be determined by said State Highway Commission upon the opening of bids for said work, now therefor be it

RESOLVED by the Rotary Club of Corvallis, in Benton County, Oregon, that we favor the letting of an eighteen foot concrete pavement over said road mentioned, believing that it is for the best interests of the State of Oregon so to do, and believing that the entire community in and about Corvallis favor pavement of said character.

BE IT FURTHER RESOLVED that a copy of this resolution be sent to the State Highway Commission of the State of Oregon.

The foregoing resolution was duly adopted by the Rotary Club of Corvallis, Oregon, on Thursday, February 28, 1924.

A. E. Wolfe
Secretary.

CHAMBER OF COMMERCE

STATE ... Commission

R E S O L U T I O N S

WHEREAS, bids are to be opened March 10 for the purpose of letting a contract to pave the road on the west side of the Willamette river between Albany and Corvallis;

and WHEREAS, the said road is one of the most heavily traveled roads on the Pacific highway, contains numerous curves and is largely located in a shaded section tending to maintain a wet and slippery condition; THEREFOR,

BE IT RESOLVED, that it is the judgment of the Corvallis Chamber of Commerce that this road should be of heavy concrete construction and that such concrete construction would promote safety in travel and longevity of the highway and therefore best serve the interests not only of those who traverse it most but best serve the taxpayers of the entire state of Oregon.

BE IT FURTHER RESOLVED that a copy of these resolutions be sent to the State Highway Commission of the State of Oregon.

Adopted at Corvallis by unanimous vote of the Corvallis Chamber of Commerce, March 4th., 1924.

W. A. Reid

Executive Secretary.

R E S O L U T I O N

WHEREAS, it has been determined by the Highway Commission of the State of Oregon to pave that certain road between the City of Albany, in Linn County, Oregon, and the City of Corvallis, in Benton County, Oregon, on the West side of the Willamette River.

AND WHEREAS, the character of pavement is to be determined by said State Highway Commission upon the opening of bids for said work, now therefore be it

RESOLVED by the Chamber of Commerce of Albany, in Linn County, Oregon, that we favor the letting of an eighteen foot concrete pavement over said road mentioned, believing that it is for the best interest of the State of Oregon so to do, and believing that the entire community in and about Albany favor pavement of said character.

BE IT FURTHER RESOLVED that a copy of this resolution be sent to the State Highway Commission of the State of Oregon.

The foregoing resolution was duly adopted by the Chamber of Commerce of Albany, Oregon, March 5th, 1924.

G. J. Beard.
Secretary.

RECEIVED
MAR 6 1924
OREGON
STATE HIGHWAY

CLYDE E. WILLIAMSON, VICE PRES. EDWIN F. FORTMILLER, TREASURER A. K. McMAHAN, TRUSTEE

DIRECTORS
HOMER A. DOWD, BEN BARTCHER, F. H. PFEIFFER
C. H. MURPHY, R. R. CRONISE, WM. M. COOK,
FRANK TAYLOR

ALBANY KIWANIS CLUB

ALBANY, OREGON

LAWRENCE H. BOWLBY, PRESIDENT

"We Build"

J. DEO McCLAIN, SECRETARY

March 6, 1924.

State Highway Commission,

Salem, Oregon.

Gentlemen:

The Albany Kiwanis Club passed by a unanimous vote the inclosed resolution, and I am pleased to forward same to you.

Yours very truly,

Albany Kiwanis Club,

By J. Deo McClain Secretary.

R E S O L U T I O N

WHEREAS it has been determined by the Highway Commission of the State of Oregon to pave that certain road between the City of Albany, in Linn County, Oregon, and the City of Corvallis, in Benton County, Oregon, on the West side of the Willamette River.

AND WHEREAS the character of pavement is to be determined by said State Highway Commission upon the opening of bids for said work, now therefore be it

RESOLVED by the Kiwanis Club of Albany, in Linn County, Oregon, that we favor the letting of an eighteen foot concrete pavement over said road mentioned, believing that it is for the best interests of the State of Oregon so to do, and believing that the entire community in and about Albany favor pavement of said character.

BE IT FURTHER RESOLVED that a copy of this resolution be sent to the State Highway Commission of the State of Oregon.

The foregoing resolution was duly adopted by the Kiwanis Club of Albany, Oregon, on Thursday, March 6th, 1924.

J. Deo McClain
Secretary.

March 31, 1924.

Mr. C. E. Haak,
24th and Nicolai Streets,
Portland, Oregon.

Dear Sir:

Receipt is acknowledged of yours of March 18th. The Commission appreciates your approval of its action in the matter of the award of the Albany-Corvallis paving contracts.

The matter of sanding bituminous pavements during the summer season is a method which has been followed by this department on all of the bituminous pavements where "bleeding" occurs in the hot, summer months. Usually screenings from ¼" to dust are used, which the traffic works in, absorbing the surplus asphalt and roughing up the surface to a greater extent.

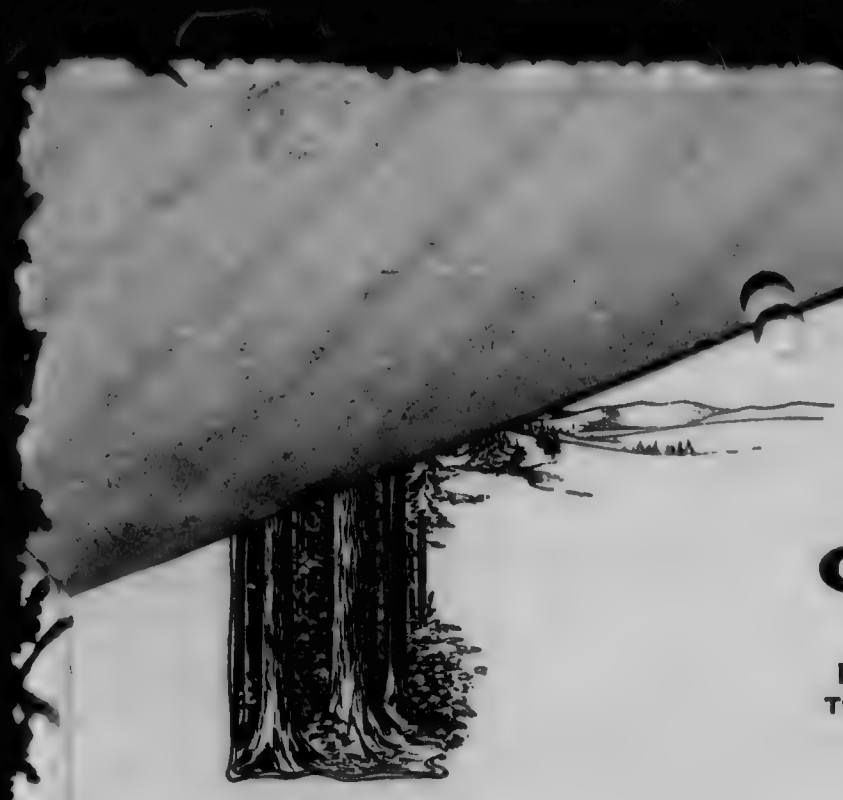
You will find, however, that the concrete pavements are not skid-proof. We notice that, on many of the older concrete pavements now when the surface becomes slightly worn and covered with oil drippings from the cars, there is somewhat of a tendency to skid also, particularly during the first rains in the fall.

I am pleased to send you one of our new state highway maps, which I think will be of interest to you.

Very truly yours,

State Highway Engineer.

RAK:HI



PHONE: ATWATER 4093

C.E. Haak

TIMBER LANDS

LOGS, LUMBER, SHINGLES

TWENTY-FOURTH AND NICOLAI STREETS

Portland, Oregon

March 18th, 1924.

Hon. State Highway Commission,
Salem, Oregon.

Gentlemen:-

I consider every yard of asphalt pavement a bid for an accident unless means can be found so as to lessen the possibility of skidding. To accomplish this I have been told some highway officials roll in gravel or broken rock during the hot summer season or after softening by heat the surface. Has this ever been investigated by your commission?

I have had several near serious skidding accidents with my machine when travelling on asphalt during wet weather, but never on cement. With rainy conditions I can easily average five to ten miles more on cement than asphalt.

It is with pleasure I see you have contracts to cement on the road between Albany and Corvallis although at a higher price. If the asphalt people risk their product to be used it is up to them to be able to lay the material so travel may be safe.

I have no interest in any contracting excepting as an automobile and a tax payer.

Yours very truly,

C.E. Haak

PR 104

REGISTERED LETTER. February 29, 1924

P. M. Morgan Paving Company,
412 Commerce Building,
Everett, Washington.

Gentlemen:

I am returning to you herewith your proposal on the Albany-Corvallis Highway which you submitted to be opened at the meeting of the Oregon State Highway Commission on February 27th.

The reason your bid is returned is that the Attorney General of the State handed down an opinion holding the advertisement of the Highway Commission invalid for the reason that bids were not asked for more than one type of paving. Accordingly all the bids were returned unopened.

It so happened that on your proposal and some others the envelopes were slit open at the meeting expecting to follow the usual course of procedure. The proposal was not removed from the envelope, however, and to the best of my knowledge and belief your bid has not been disclosed to any body, including the writer.

The Department regrets this eleventh hour decision which made it necessary to return the bids to the bidders. As soon as the new proposal forms are prepared a copy will be forwarded to you and we would very much like to have you bid again on this job. The new bids will be opened at 10:30 A. M. in room 520 Multnomah County Court House on March 10th.

Very truly yours,

State Highway Engineer.

RAK:LM
Encl.

PR 104

February 26 1925.

Metzger & Johnson,
Roseburg, Oregon.

Gentlemen:

Your request for extension of time on contract No. 678, rock surfacing the Albany-Corvallis Highway in Benton County, was considered at the meeting of the Commission on January 19th and the following action was taken:

"Metzger & Johnson, contract No. 678, rock surfacing the Albany-Corvallis Highway in Benton County, requested an extension of time to November 1, 1925. The Engineer recommended that the extension requested be granted without penalty. Recommendation approved by the Commission".

Very truly yours,

State Highway Engineer.

RAK:LH

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS.
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.-----

POST OFFICE BUILDING,
PORTLAND, OREG.

February 25, 1924.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

NOTED
R.A.K.

Dear Sir:-

On February 16th, 1924, the Secretary of Agriculture approved the project statement covering Oregon 104, Albany-Corvallis. This approval is made subject to the condition that before the project agreement is submitted for the signature of the Secretary, the record will be supplemented by satisfactory evidence showing that the plans and specifications for the bridge and approaches across the Willamette River at a point north of the Town of Albany, Oregon, be approved by the Secretary of War and the Chief of Engineers of the War Department.

Yours very truly,

C. H. Purcell,
District Engineer.

ACTING

RECEIVED
FEB 27 1924

Application has passed U.S. District Engrs office in Portland and is now in Washington — will probably be here in a week

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS.
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.....

February 20, 1924.

POST OFFICE BUILDING,
PORTLAND, OREG.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Reference is made to your letter of February 6th, relative to Oregon 104, Albany-Corvallis Highway.

From this letter it is evident that these plans are now in the hands of prospective bidders, but to date we have not received copies. As you are aware, in order to obtain Federal Aid it is necessary that the plans, specifications and estimate be recommended by this office before contract can be awarded, and it is requested that the P. S. & E. on this project be forwarded so that we may have the opportunity of checking them before bids are opened.

Yours very truly,

C. H. Purcell,
District Engineer.

Sent 2 prepaid blanks and 2 copies shelled work
2/22/24

PR # 10

February 6, 1924.

Mr. C. H. Purcell, Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Dear Sir:

This is to inform you that we plan to receive bids on February 28th, for the paving of the Albany-Corvallis Highway, Federal Aid Project No. 104.

As the time is rather short, we would be pleased if you could arrange to make your final field inspection of this project within the next few days, so that we may have any recommendations that you may care to make before we prepare the special provisions to supplement our standard specifications for the class of work involved.

The type of pavement proposed to be used is Portland cement concrete, 1:2:3 mix, of the cross-section referred to as "Section C" on the attached blue print.

We are now working on the Federal Aid plans, and these should be ready for submission in about one week.

We would like, if possible, to be able to prepare the special provisions so that they can be furnished to prospective bidders not later than About February 14th.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

SHP:TW
Enclosure.

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS.
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.-----

January 24, 1924.

POST OFFICE BUILDING,
PORTLAND, OREG.

FAP 104

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Reference is made to your letter of January 23, 1924, requesting information as to participation on the Albany Bridge, Oregon Federal Aid project #104, should it be determined that the city limits extend to the center of the river.

Your attention is called to the third paragraph of Section 2 of the Federal Highway Act of November 9, 1921. The construction given the words "within a distance of one mile" as appearing in the definition of the term "highway" is that a project may extend within the corporate limits of a municipality having a population of 2500 or more, for any distance less than one mile, but in order that construction may extend for that distance, or any part thereof, the houses along the portion to be constructed must average more than 200 feet apart.

From our knowledge of the situation at Albany it is believed that the bridge will be eligible for 61%.

Yours very truly,
C. H. PURCELL, District Engineer,

By L. J. McKesson
Acting

R4W

R.5W.

Lewisburg

SOUTHERN

WEST SIDE HIGHWAY

13

2

11

14

3

10

15

T.10 S.

T.11 S.

R.5 W.

R.4 W.

SOUTHERN PACIFIC RAILWAY

C MONMOUTH

INDEPENDENCE ROAD

Richland School

Granger

Lewisburg

Kiger

Lower Kiger Island

Ashahe Lake

1

4

6

7

8

9

16

17

18

N. Albany

Thornton Lake

TO INDEPENDENCE

End

Bowers Slough

(YAQUINA BRANCH)

3

2

1

FIRST ST

FERRY ST

Willamette Riv.

10

11

12

Little Willa

15

14

13

RAILWAY

PACIFIC HIGHWAY

RAILWAY

Oak

N. Albany

Thornton Lake

TO INDEPENDENCE

Fairmount School

End of Project

2

1

6

FIRST ST

TO SALEM

MAIN ST

FERRY ST

NINTH ST.

12

ALBANY

13

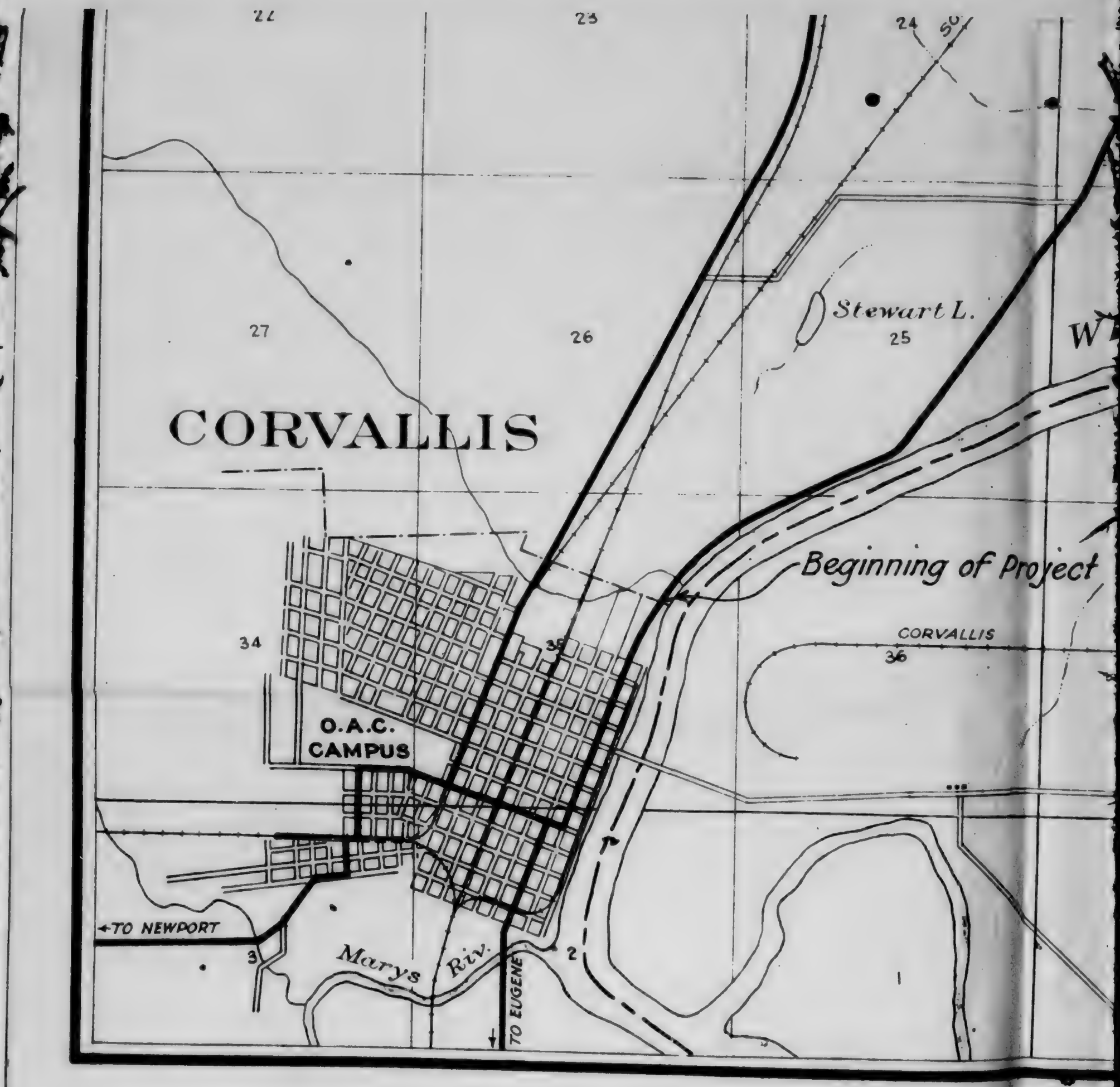
8

PACIFIC HIGHWAY

RAILWAY

EBANON BRANCH

Oak


22
23
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50
27
26
25
Stewart L.
W
CORVALLIS
Beginning of Project
CORVALLIS
34
35
36
O.A.C.
CAMPUS
TO NEWPORT
3
Marys Riv.
2
1
TO EUGENE

19

20

21

BENTO

LINN

WILLAMETTE RIVER

30

29

28

Dead River

Colorado

Lake

f Project

/S BRANCH OREGON ELECTRIC RY.

31

32

33

Owl

T.11S.

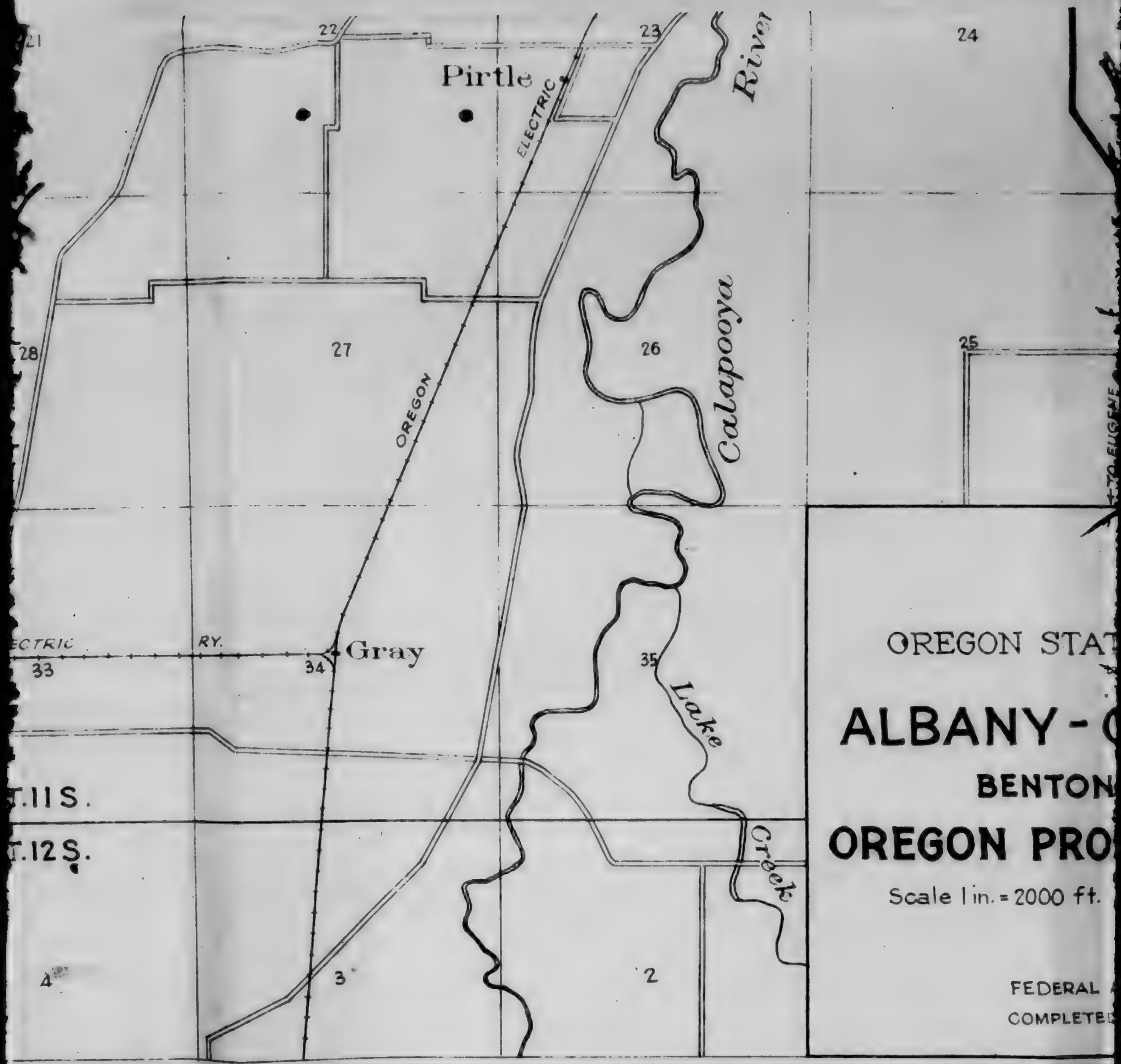
T.12S.

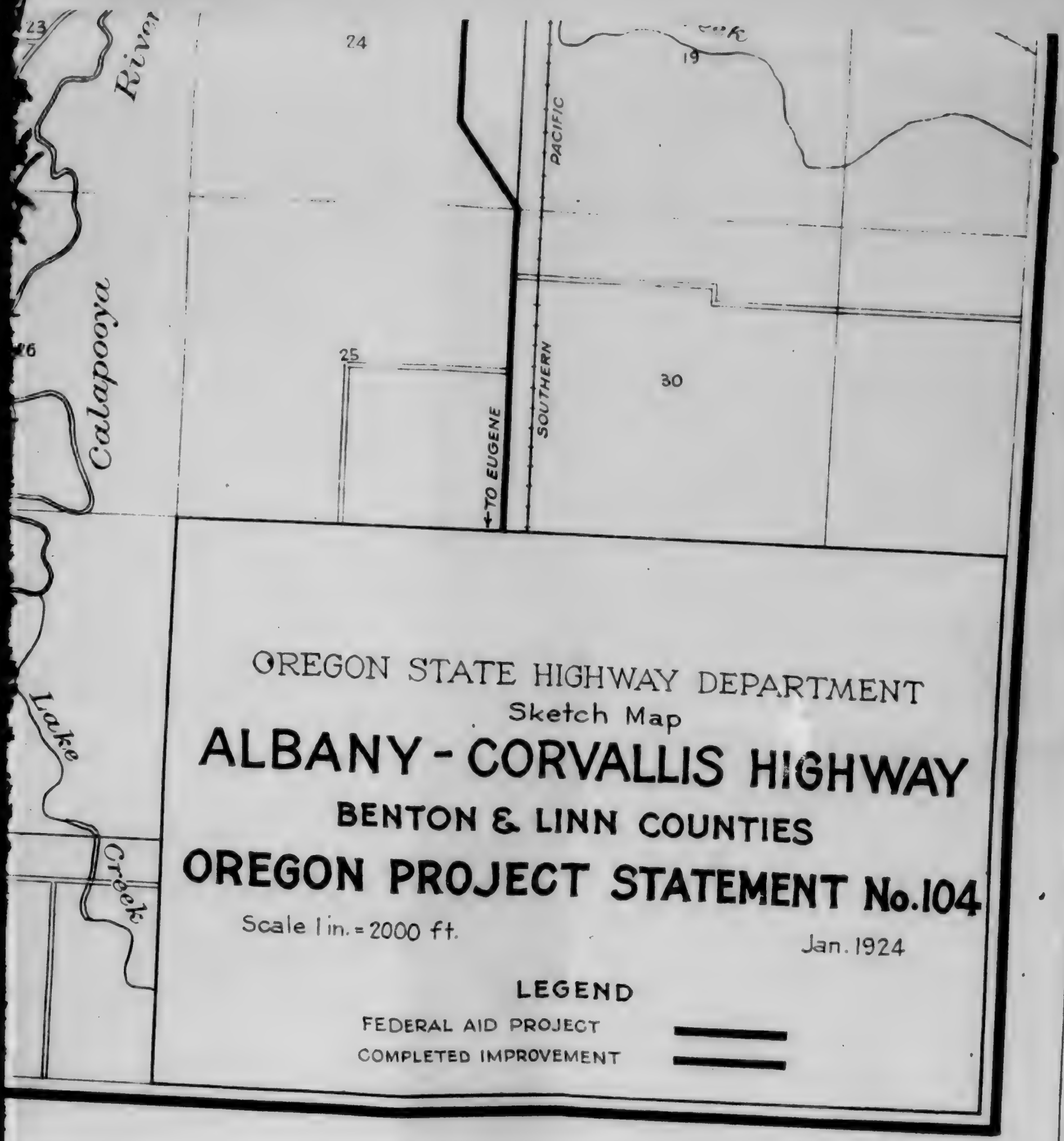
6

Ct.

5

4


21
22
23
24
Pirtle
ELECTRIC
River
Calapooya
28
27
26
25
OREGON
TO EUGENE
ECTRIC
RY.
33
34
Gray
35
Lake
Creek
T.11S.
T.12S.
4
3
2
OREGON STAT
ALBANY - C
BENTON
OREGON PRO
Scale 1 in. = 2000 ft.
FEDERAL
COMPLETED



OREGON STATE HIGHWAY DEPARTMENT

Sketch Map

ALBANY - CORVALLIS HIGHWAY

BENTON & LINN COUNTIES

OREGON PROJECT STATEMENT No.104

Scale 1 in. = 2000 ft.

Jan. 1924

LEGEND

FEDERAL AID PROJECT

COMPLETED IMPROVEMENT

January 12, 1924.

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

File PR 104.

Gentlemen:

Herewith we are enclosing four copies of project statement covering the Albany-Corvallis Section of the Albany-Corvallis Highway.

It is our intention to request Federal Aid on both the Albany Bridge and the paving of the Section between Albany and Corvallis.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

(Dict. by J. W. DeSouza / TW)

Enclosure.

STATE Oregon

PROJECT NO. 104

(Not to be filled in)

Form P R 1, 1
Bureau of Public Roads
U.S. Dept. of Agr.

P R O J E C T S T A T E M E N T

As Required By

F E D E R A L A I D R O A D A C T

Approved July 11, 1916, And Acts Ammendatory Thereof And Supplementary Thereto

(Date) January 8, 1924

THE SECRETARY OF AGRICULTURE,
Washington, D. C.

Sir:

The State of Oregon, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat. 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes", as amended and supplemented, and to the Rules and Regulations of the Secretary of Agriculture established thereunder, does hereby submit by its State Highway Commission, constituting the State Highw y Department of said State, this project statement for the road herein described, which it is proposed to construct under the provisions of said Acts and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Acts.

1. Local Name of Road Albany - Corvallis

2. Between control points of official description: Albany and Corvallis

3. Between intermediate control points if used: _____ and _____

_____, County of Benton & Linn

4. Length in miles (gross) 10 (net) 10

5. Preliminary estimate of cost: Total $ 600,000.00 ; Section of road to be first improved $ 310,000.00 of which $ 310,000.00 is the estimated cost of "bridges" of 20' span or over.

6. Amount of funds which will be available for construction of section of road to be first improved: (a) State: 600,000.00

Sale of Bonds Authorized.

(Amount) (Source; refer to statute.)

(b) County _____

(Amount) (Source; refer to statute.)

7. Funds for maintenance to be provided by State

(State or (and) County.)

from the following sources: Resolution of August 7, 1917 under Chapter 237,

(Refer to statute.)

Laws of 1917

8. Official, officials, or despository authorized by State law to receive public funds of the State and designated by the State Highway Department to receive Federal funds for this project: Treasurer of the State of Oregon, Capitol Building, Salem, Oregon.

9. Names of State and Federal Engineers making Route Report; and full title of report accompanying this Project Statement: _____

10. Places on the project having a population of 2,500 or more as shown by the latest Federal census: none.

11. Additional remarks: _____

_____

_____

_____

Assurance is given that the foregoing information concerning the project herei described is known by the State Highway Department to be correct and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

OREGON STATE HIGHWAY COMMISSION

_____
(Official title of Highway Department)

Chairman

By_____

_____
(Title of officer)

Commissioner

By_____

_____
(Title of officer)

Commissioner

By_____

_____
(Title of officer)

CONTRACT #680,

SEE:

CONTRACT #459

FF: Contract 450

CONTRACT #697,
764,

PR 101 Deschutes River Crossing 1923-1926
Sec.
697,764

C. W. JOSLIN J. McALLISTER

PR #101

JOSLIN & McALLISTER
CONTRACTORS
1017 N. WASHINGTON ST. P. O. BOX 1288
SPOKANE, WASHINGTON

Feb.24,1926

Oregon State Highway Commission,

Salem,Oregon.

Gentlemen:

Having completed an audit of our books for the year 1925,we find that in making final payment to us for work on the White River-Cow Canyon Section of The Dalles-California Highway you failed to deduct the sum of $3618.00 the amount of the reduction which we made on account of being awarded the contract for the three units comprising this work.

We are very sorry that we did not discover this overpayment at an earlier date and we enclose herewith our check No.2370 in the amount of $1809.00 in favor of Wasco County and check No.2371 in a like amount in favor of the Oregon State Highway Commission.

Yours truly,
Joslin & McAllister
By C W Joslin

CWJ:B

Ltr.

Form 1204

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at 437 State Street, Salem, Oregon.

76PR C 50 NL

SPOKANE WASH FEB 22 1926

PR #101

ROY A KLEIN

STATE HIGHWAY ENGINEER CAPITOL BLDG SALEM ORG

HAVE YOUR LETTER OF FEBRUARY EIGHTEENTH REGARDING FAILURE TO MAKE DEDUCTION ON THEDALLES CALIFORNIA HIGHWAY CONTRACT MAKING AUDIT OF OUR BOOKS AT THIS TIME AND SAME WILL BE COMPLETED IN TWO OR THREE DAYS IF FOUND IN ORDER REFUND WILL BE MADE AS OUTLINED IN YOUR LETTER OF ABOVE DATES .

JOSLIN AND MCALLISTER

841P

Dale

appreciated.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer .

SHP:AP

February 18, 1926.

Joslin & McAllister,
401 Realty Building,
Spokane, Washington.

Gentlemen:

In making final payment to you in connection with the surfacing of the White River-Cow Canyon Section of The Dalles-California Highway, we neglected to deduct therefrom the $3,618.00, which, in accordance with the terms of the contract, was to be deducted from the final payment in consideration of your company's receiving the award for all of the three units of the White River-Cow Canyon Section.

To straighten this matter up, we request that you make remittance to us of the sum of $3,618. This remittance should be made in two separate amounts: one for $1,809.00 payable to the Oregon State Highway Commission; and one for $1,809.00 payable to the County of Wasco.

Your prompt attention to this matter will be appreciated.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer .

SHP:AP

November 20, 1926.

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith there is enclosed four copies each of federal aid vouchers as follows:

No. 94 - Dike Section $20,631.11 - Final

No.101 - Deschutes River Crossing $17,605.23 - Final.

These vouchers are a re-submission, and have been corrected in accordance with the previous vouchers which were returned to us.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

Dict by J. W. DeSousa/AP
Encls.

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No.------

POST OFFICE BUILDING,
PORTLAND, OREG.

November 18, 1925.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Attention Mr. Probert X-Filed to PR 94

Reference is made to our phone conversation relative to contingent items shown on final voucher submitted for Oregon Federal Aid Project No. 94, Dyke Section.

As requested the vouchers are herewith returned for revision.

Under contingencies the following items are not eligible for Federal aid:

Additional contract cost on dredge excavation shown under "B" - - - - - - - - - - - - - - - -	$4,411.71
Additional cost on culverts shown under "B" - -	937.09

The contigencies on which Federal aid can be claimed are:

Over-runs -	740.78
Additional cost on clearing and grubbing (State forces)	615.51
728 Cu.yds. Filler Haul at 25¢ - - - - - - - - - -	182.00
Finishing grading (State forces) - - - - - - - -	6,448.75

Also engineering when itemized.

By itemizing the engineering, it will be possible to obtain the full amount of contingencies on this voucher.

Very truly yours,

C. H. PURCELL, District Engineer,

By [signature]
Acting.

UNITED STATES DEPARTMENT OF AGRICULTURE,

BUREAU OF PUBLIC ROADS,

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No.....

POST OFFICE BUILDING,
PORTLAND, OREG.

October 15, 1925.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

There is herewith returned final voucher covering Oregon Federal Aid No. 101, Tygh Valley-Criterion.

It is noted that the voucher claims payment for 44,693 cu. yds. intermediate excavation. In view of the report of final field inspection, and also your engineer's field estimate, this should be 4,469.3 cu. yds., a difference of 40,223.7 cu. yds.

Please correct and return for auditing.

Very truly yours,

C. H. PURCELL, District Engineer,

By T. M. Davis
Acting.

Enclosure

cro

PR #101

September 25, 1925.

Mr. J. E. Peck,
Resident Engineer,
Unity, Oregon.

Dear Sir:

In compliance with the request in your letter of September 24, we are mailing to you, under separate cover, the duplicate copies of receipts issued for filler on the White River-Gem Canyon Section of The Dalles-California Highway.

Kindly return these receipts to us as soon as you have obtained from them the information desired.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP

CC Mr. C. W. Wanner, Div. Engr.,
The Dalles, Oregon.

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

IN YOUR REPLY PLEASE
REFER TO FILE NO.

ATTENTION: mr a robert

unity,oregon,
september 24,1925

mr.roy.klein,
state highway engineer.
salem oregon.

dear sir;

on the keller rd by near maupin there are two small filler pits that have not been paid for.

i too a record on the yardage in each pit but have misplaced it.

one is at sta 8+[illegible]50 on the north unit of the white river dow canyon sec. 209

the o her is at sta 758 on the south unit of the white river dow can on sec. 211

please send me a statement of the yardage in these pits or send me the filler tickets and i will get the yardage and return the stubs.

these pits only amount to a few dollars each but the property owners think they should be paid.

they are so small i thought they would donate them.

yours truly.

[signature]

cc to mr manzer

Form 30—3706—(3M)—8-30.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date April 22, 1935

Job Name White River Falls Jail

Week from 17 to 22

Mail Address Maupin

Highway The Dalles-California

Telegraph or Telephone Address

County Wasco Job Prefix 32PV

Express and Freight Address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Removed existing stock
of timber during the
week. Division Engineer
was in the office on
Thursday. No other
visitors during the
week.

NOTED
W NZER

(See back of this sheet for instructions and detailed information.)

Signed

Title

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project 1042

Miles completed 1042

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

5 *teams,* 1 *trucks*

Percentage of total required yardage now in place 100%

Surfacing will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Form 30—27305—4M—3-28.

89 101

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Aug 15, 1928

Job Name Southside White River Bridge

Week from 10 to 15

Mail Address Maupin

Highway The Dalles-Calif.

Telegraph or Telephone Address "

County Wasco Job Prefix 33 PV

Express and Freight Address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Have made fair progress
the past week.
With no serious delays
we will finish by Saturday Aug 22nd

NOTED
W L ANZER

(See back of this sheet for instructions and detailed information.)

Signed [signature]

Title Engineer

209 101

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project 10.2

Miles completed 0

Miles partially done 10.0

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

5 *teams,* 3 *trucks*

Percentage of total required yardage now in place .....

Surfacing will be completed about 11/6/25

Number men in Engineering Party 3

SURVEYS

Total mileage at section to be surveyed 2

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

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Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Form No. 39—22292—6M—8-23

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

NOTED
State Highway Engineer

Job Name Northlimit White River-Eagle Gap Rd
Highway The Dalles-Calif
County Wasco Job Prefix 33PV

Date June 20, 1925
Week from 15 to 20
Mail Address Maupin
Telegraph or Telephone Address "
Express and Freight Address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

We finished placing material on the road on June 16th. Since then we are running material for Co's of Maupin for Wasco Co on Wap-road extension and running maintenance material for Dalles Cal Hy. We will finish tonight (June 20th)

NOTED
J. W. KANZLER

(See back of this sheet for instructions and detailed information.)

Signed [signature]

Title [illegible]

RG 101

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... men,
..... teams, ... steam shovels

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,
1 teams, 1 trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party 3

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,
..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... Percentage.....

Other jobs ..... Percentage.....

Other jobs ..... Percentage.....

Other jobs ..... Percentage.....

101

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Job Name White River Irrigation South Unit

Highway The Dalles Cali

County Wasco Job Prefix 33PK

Date May 30, 1933

Week from 25 to 30

Mail Address Maupin

Telegraph or Telephone Address "

Express and Freight Address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

finished the Middle Unit and started on the South Unit

Mr Morris of the bureau of public roads was over this section on Wednesday of this week

NOTED
WANZER

(See back of this sheet for instructions and detailed information.)

Signed J E Tice

Title Res Engr

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week .....men,

.....teams, ...steam shovels

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project 10.42

Miles completed 0

Miles partially done 2.5

Average daily yardage placed this week 220

Average daily yardage necessary to complete on time 224

Contractor's average force for week ..... 24 .....men,

..... 7 .....teams, ... 4 ..... trucks

Percentage of total required yardage now in place 6%

Surfacing will be completed about ..... Sept 20th

Number men in Engineering Party 3

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem Office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

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Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number days worked on this project .....

Number men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

(NOTE.—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week .....men,

..... teams, ...trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job..... *Percentage*.....

Other jobs..... *Percentage*.....

Other jobs..... *Percentage*.....

Other jobs..... *Percentage*.....

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Pg 101

Job Name White River Gap Canyon Middle Unit

Highway The Dalles Calif

County Wasco Job Prefix 227

Date May 30, 1928

Week from 25 to 30

Mail Address Maupin

Telegraph or Telephone Address "

Express and Freight Address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

This section is finished
to finished grading material on
May 29th.
Mr Morris of the Bureau of
Public roads was over this Job on
Wednesday of this week

NOTED
V WANZER

(See back of this sheet for instructions and detailed information.)

Signed J E Pool

Title Res. Eng.

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week .....men,

.....teams, ...steam shovels

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project 10.4

Miles completed 10.4

Miles partially done .....

Average daily yardage placed this week 1110

Average daily yardage necessary to complete on time .....

Contractor's average force for week .....men,

..... 7 .....teams, ... 7 ..... trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party 3

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem Office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

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Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number days worked on this project .....

Number men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

(NOTE.—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week .....men,

..... teams, ...trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs..... *Percentage*.....

Other jobs..... *Percentage*.....

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

NOTED

Date May 2, 1925

Job Name White River Unit No. 2

Week from Apr 27 to May 2

Highway The Dalles-Cant

Mail Address Maupin

County Wasco Job Prefix 33 FV

Telegraph or Telephone Address "

Express and Freight Address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

The contractor finished the application of oil to the on Thursday for 30 miles. Started application of oil on the north end Friday on Tuesday at this date.

MAY 6 1925

NOTED
WANTS

(See back of this sheet for instructions and detailed information.)

Signed J. E. [illegible]

Title Asst. Engr.

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week .....men,

.....teams, ...steam shovels

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week .....men,

.....teams, ...trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem Office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number days worked on this project .....

Number men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

(NOTE.—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week .....men,

..... teams, ...trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job..... *Percentage*.....

Other jobs..... *Percentage*.....

Other jobs..... *Percentage*.....

Other jobs..... *Percentage*.....

PR* 101

March 28, 1925

Mr. C.W. Hanser,
Division Engineer,
The Dalles, Oregon.

Dear Sir:

Reference is made to your letter of March 25th submitting the Bauers & Bauers claim for extra allowance on rubble masonry placed on Units 1 and 2 of the Deschutes River Crossing Section.

To secure passage of this claim, it will be necessary to consider the rubble wall construction to be Extra Work, and to make payment for same accordingly, cancelling the rubble masonry item from the final estimate of unit price quantities. Please, therefore, prepare and submit the usual extra work order, and resubmit the enclosed bills as extra work bills, properly approved and with contract number, order numbers, etc. shown.

The amount of the extra work bill should be $615.00, no deduction being made for unit price payments, as we will make no unit price payment for rubble masonry in the final voucher.

Notation should be made on both the order and the bill that no percentage commission is to be allowed the contractor.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

SHP L

cc

CORVALLIS } COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

IN YOUR REPLY PLEASE

REFER TO FILE NO.

The Dalles, Oregon
March 25, 1925

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Referring to the numerous correspondence between this office, your office and Bauers & Bauers Contractors for the grading of Units No. 1 and 2, Deschutes River Crossing Section of The Dalles-California highway, in regard to extra compensation for the construction of 60.72 cubic yards of rubble masonry.

The Contractors claiming their unit price of $3.50 per cubic yard was intended for rip rap work and put in a claim of $13.00 per cubic yard for what rubble masonry was actually constructed or an addition allowance of $9.50 per yard for 60.72 cubic yards amounting to $576.84 over and above what has been allowed in the final estimate at $3.50 per cubic yard basis.

There being no question in my mind that the price of $3.50 originally bid was a mistake. I told the contractors that if they would submit actual cost of material and labor, with no claim for profit, overhead charges, or superintendency, I would recommend to you that such actual cost be allowed.

The data submitted I am sure does not cover all actual costs, however it is all they can produce at this time. I recommend that this bill of $302.48 be allowed them as a settlement in full as an adjustment and also providing that they accept the final estimate for both units as rendered and release all claims for further reconsideration of classification etc.

The settlement on this basis for 60.72 cubic yards of rubble masonry for $515.00 makes a unit price of approximately $8.48 which is very low.

Yours very truly,

C. W. Wanzer

C. W. Wanzer
Division Engineer

OK
RAK

CWW-vc
encl.

GEO. F. PRICE

BAUERS & BAUERS

GENERAL CONTRACTORS

DAYTON, WASHINGTON

March 18, 1925.

Mr. C. W. Wanzer, District Engineer,

Oregon State Highway Department,

The Dalles, Oregon.

Dear Sir:

Regarding our request for extra compensation for constructing 60.72 cubic yards of ruble masonry on Unit 1, Dechutes River Crossing Section of the Dalles California Highway.

As per suggestion of your Mr. Hackett the writer got in touch with Mr. Joe Gassman, who performed the work, and secured such receipted bills as were available at this time. These we are enclosing substantiating claim in the amount of $302.48 which is the cost shown less amount of $212.52 paid on regular estimate.

You will note that we are not including any bills that might be questionable, altho there are some that we believe should be included that we are unable to get receipted copies of at this time.

We have tried to present this matter in the manner requested in your letter and we hope that it meets with your approval.

Yours very truly,

Bauers & Bauers,

By Glenn Eades

Glenn Eades.

The Dalles, Oregon
March 11, 1925

Mr. H. C. Ellis
U. S. Commissioner
Bend, Oregon

MAR 12 1925

Dear Sir:

Your favor of the 6th, stating that Mr. S. P. Henison who had a four mile sub-contract under W. H. Sherrin, who in turn had a 14 mile sub-contract from Bauers & Bauers, who had the contract for the Deschutes River Crossing Section of The Dalles-California Highway had not been able to get a final settlement from Mr. Sherrin as Bauers & Bauers had not settled with him and asking as to the true status of the matter, received.

For your information, please be advised that we sent to Salem, the final estimate for this contract sometime ago, and shortly after this was done, Mr. Carl Bauers requested that said final estimate be considered as a semi-final, as he would like to have me go over the work again with him, (in regard to classification) when the snow conditions had disappeared and at his request I therefore recommended that the final estimate as rendered, be considered a semifinal and to pay for all work except 5% to be retained and presume this has been done by the Salem office as I have heard no report to the contrary.

I will be glad to call on you on my next visit to Bend, which will be in a very few days and talk the matter over with you at your request.

Yours very truly,

C. W. Wonser
Division Engineer

CWW-vo

cc Roy A. Klein

UNITED STATES DEPARTMENT OF AGRICULTURE,
BUREAU OF PUBLIC ROADS,
DISTRICT No. 1.

IN YOUR REPLY PLEASE REFER TO FILE No. .....

POST OFFICE BUILDING,
PORTLAND, OREG.

February 26, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The modified project agreement and certificate have been executed covering Oregon Federal Aid project #101, Tygh Valley-Criterion section of The Dalles-California Highway. We enclose an original copy each of the agreement and certificate for your files.

Yours very truly,
C. H. PURCELL, District Engineer,

By T. H. Davis
Acting

Oregon Federal Aid Project No. 101.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on November 27, 1923, by the State Highway Commission of Oregon, and on December 20, 1923, by the Acting Secretary of Agriculture, as amended by "Modification of Project Agreement" signed on June 26, 1924, by the said State Highway Commission, and on July 24, 1924, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 101; and

WHEREAS, the said State Highway Commission has requested approval for a revision of the plans, specifications and estimates approved for said project to provide for the construction of a broken stone or crushed gravel surface, and by reason thereof has requested that the estimate of cost approved for said project be increased from $110,571.45 to $173,597.38, and that the Federal funds approved and set aside to the credit of said project be increased from $67,599.76 to $104,158.42:

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the plans, specifications and estimates approved for said project be revised in the manner above recited, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates and the sum of one hundred four thousand, one hundred fifty-eight and 42/100 dollars ($104,158.42) as the share of the United States payable

under said act on account of said project, which does not exceed 61.13 per cent of the total estimated cost thereof."

Article IV shall read:

"Article IV. The United States prorata share of the cost of said project shall not in any event exceed (a) the said sum of one hundred four thousand, one hundred fifty-eight and 42/100 dollars ($104,158.42), certified to the Secretary of the Treasury as above mentioned, being less than 61.13 per cent of one hundred seventy-three thousand, five hundred ninety-seven and 38/100 dollars ($173,597.38), the approved total estimated cost of said project, nor (b) the said per centum of the value of the labor and materials which shall have been actually put into the construction of said project in conformity to said plans and specifications."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon on the 15th day of January, 1925, and the Secretary of Agriculture on the 14th day of February, 1925.

STATE HIGHWAY COMMISSION OF OREGON

By C. M. Luby
Chairman, State Highway Commission

By H. B. Van Duzer
Member, State Highway Commission

By _____
Member, State Highway Commission

C. W. Marvin
Acting Secretary of Agriculture

603

FOR AUTHORITY OF HIGHWAY DEPARTMENT TO EXECUTE AGREEMENTS SEE PROJECT NO. 112

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE

OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between the south end of Oregon 88, 7 miles north of Maupin, and a point 6.68 miles south of Maupin near Criterion

locally known as the Tygh Valley-Criterion Section of The Dalles-California Highway, Wasco County, and designated in the records of this Department as Project No. 191, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 173,597.36 in lieu of the $67,599.76 approved by Certificates of Dec. 20, 1923, and July 24, 1924 as the total estimated cost of said project, and the sum of $ 104,158.42 as the share of the United States, payable under said acts on account of such project, which does not exceed 61.13 per cent of said total estimated cost.

Done at the city of Washington, this 14th day of February one thousand nine hundred and Twenty-five, as witness my hand and the seal of the Department of Agriculture.

C. W. Marvin

ACTING *Secretary of Agriculture.*

8—4939

(113)

Form No. 39.

89-101

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Feb - 14 -, 1925

Job Name White River Canyon Middle Unit

Week from 9 to 14

Mail Address Tygh Valley

Highway The Dalles Calif

Telegraph or Telephone Address "

County Wasco Job Prefix

Express and Freight Address Maupin

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

The Contractors on this Job have 1 man 3 teams Stripping and drilling Quarry at Sta 1810+0.

The mud is drying up fast

NOTED

MAR 2 - 3

Signed J. E. Reed 16

Title Res Engr

(See back of this sheet for instructions and detailed information.)

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week .....*men,*

.....*teams,* .....*steam shovels*

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project ..... 10.4 .....

Miles completed ..... 0 .....

Miles partially done ..... 0 .....

Average daily yardage placed this week ..... 0 .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... 7 .....*men,*

..... 3 .....*teams,* ..... 1 .....*trucks*

Percentage of total required yardage now in place .....

Surfacing will be completed about ..... Oct. 1 - '42 .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem Office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number days worked on this project .....

Number men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

(NOTE.—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week .....*men,*

..... *teams,* .....*trucks*

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job..... *Percentage*.....

Other jobs..... *Percentage*.....

Other jobs..... *Percentage*.....

Other jobs..... *Percentage*.....

#697-33P01-1
29-101

January 24, 1925.

The Aetna Casualty & Surety Company,
Bates, Lively & Pierson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 697 for the construction of Unit 2, Deschutes River Crossing Section of The Dalles-California Highway in Wasco County, consisting of 5.80 miles of grading has been completed by the contractors Bauers & Bauers and that final settlement will be made by the State with said contractors for work done under said contract on or after February 2, 1925.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

PR #101

January 7, 1925

Mr. H.P. Howland,
Resident Engineer,
Maupin, Oregon.

Dear Sir:

This is to advise that we are today passing for payment the final estimate to Sacers & Somars for the grading of Unit No.2 of the Deschutes River Crossing Section.

Mr. McCallister of our checking department states that he found the final records to be unusually well prepared, and I thought that I would pass it on to you so that you would know that your efforts in that respect are not unappreciated.

A few small errors in computation were found, but nothing of sufficient importance to warrant the return of the records for your confirmation of the corrections involved.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
S.H. Probert
Office Engineer

SHP L

cc-C.W. Wanzer,
Division Engineer
The Dalles, Oregon.

Form No. —13191—GM—8-21

OR[illegible] STATE HIGHWAY DEPARTM[illegible]

FIELD ENGINEER'S WEEKLY REPORT

Date Dec. 30 1924, 192

Job Name Unit #2
Deschutes River Crossing
Highway Dalles-California
County Wasco Job Prefix 33-PN-1

Week from Dec 23 to Dec 29
Mail Address Madras
Telegraph or Telephone Address Madras
Express and Freight Address Madras

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Unsettled weather has slowed the team work on the south end but has not hampered shovel operations greatly. A new team outfit will be started on Mile #2 as soon as weather permits. Shovel is now working at Sta. 38+50

W WANZER

JAN 1 1925

(See back of this sheet for instructions and detailed information.)

Signed R P Newland

Title Resident Engineer

surface indications are not reliable.

(Signed) R. P Newland

COPY

4.1 #9

GRADING CONST. Maun

Total miles of grading on project 6.68

Miles completed 0

Miles completed except finishing 0.67

Miles covered by contractor's forces 1.40

Miles cross-sectioned 1.67

Miles cross-sections completed and checked 0

Miles to be remeasured 6.68

Number men in Engineering Party 3

Contractor's average force for week 25 men,
13 teams, 1 steam shovels

Grading work will be completed about July 1 1934

ROCK OR GRAVEL SURFACING

Total miles surfacing on project

Miles completed

Miles partially done

Average daily yardage placed this week

Average daily yardage necessary to complete on time

Contractor's average force for week men,

teams, trucks

Percentage of total required yardage now in place

Surfacing will be completed about

Number men in Engineering Party

SURVEYS

Total mileage at section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project

Miles paving completed

Average daily sq. yds. this week

Miles shoulders completed both sides

Contractor's average force for week men,

teams, trucks

Percentage of total required yardage now in place

Job will be completed about

Number men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job 33.PN-1 Percentage 90

Other jobs 33.1PN Percentage 10

Other jobs Percentage

Other jobs Percentage

(Signed) R. P Newland

COPY

Maupin, Oregon - December 4, 1924

Mr. C. W. Wanzer
Division Engineer
The Dalles, Oregon

RECEIVED
DEC 8 1924
OREGON

Dear Sir:

The final estimate on Contract No. 697, Unit No. 2, Deschutes River Crossing Section amounts to $65,692.31 which is about 8% in excess of the preliminary estimate.

Final Estimate	$ 65,692.31
Preliminary Est.	60,791.50
Overrun	$ 4,900.81
Guard Fence not Con.	2,148.00
Actual Overrun	$ 7,048.81

The overrun can be divided as follows:

Grading	$ 6,744.36
Culverts	69.00
Headwalls	235.45
	$ 7,048.81

The small difference in the culvert cost is due to revisions of the lengths during construction. The original plan called for rubble masonry headwalls. Little suitable rock was found however and the rubble was abandoned for the concrete. A small overrun in cost resulted.

The grading quantities underrun the preliminary estimate 4000 cubic yards but the classification made up for this difference and also for the $6,700.00 overrun in addition. This underrun in yardage was due principally to the grade change at Station 140 where over 3000 yards of borrow was eliminated.

The classification was low throughout the entire line rock being encountered in every cutting. Little common material was found except in the borrow sections.

In Mile No. 6 the preliminary estimate showed 199 yards of Solid Rock. The grading showed rock throughout the entire section which was estimated at 1437 yards. A grade change was made at Station 265 or this overrun would have been even more excessive.

In Mile No. 5 the final estimate shows 3370 yards as against 1603 in the preliminary estimate. The cut at Station 230 was the only one in this mile which showed common material.

This same difference obtains throughout the balance of the line and the overrun can be charged to under-classification at the time of the preliminary survey. Such a classification is very apt to be made in this section as the ground is deceiving and surface indications are not reliable.

(Signed) R. p Newland

OG-101

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No.-----

POST OFFICE BUILDING,
PORTLAND, OREG.

RECEIVED
DEC 5 1924
OREGON

December 4, 1924.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

In checking the estimates for Oregon 101 and 102-B, Revised, to include surfacing, we find that the item, "Reduction on surfacing" should be increased from $1,595 to $1,597 on Project No.101, and decreased from $1,688 to $1,686 on Project No.102-B.

We have rewritten the estimates on these projects, and are enclosing a copy of estimate on each project for your files.

Very truly yours,

C. H. PURCELL, District Engineer,

By _____
Acting.

Enclosure

Oregon State Highway Department — Project No. 101

Deschutes River Crossing Section of The Dalles-California Highway in Wasco County.

(Estimate as basis for modified agreement.
Revised to include contract for surfacing.)

Salem, Oregon, November 13, 192[illegible]

UNIT 1 MAUPIN-NORTH 7 MILES				
All required		Clearing and Grubbing		10.00
[illegible],600	Cu.yds.	Common excavation	.28	13,[illegible]88.00
11,000	"	Intermediate excavation	.46	5,060.00
10,000	"	Solid rock excavation	1.20	12,000.00
15,000	Sta.yds	Overhaul	.05	900.00
1,140	Lin.ft.	12" Plain concrete pipe	1.75	1,995.00
700	"	18" Reinforced concrete pipe	3.75	2,625.00
60	"	24" " " "	6.00	360.00
40	Cu.yds.	Class "C" concrete	30.00	1,200.00
80	"	Rubble masonry	3.50	280.00
1,200	Lin.ft.	Wood guard fence	1.20	1,440.00
UNIT 2 MAUPIN-SOUTH 6.68 Miles				
All required		Clearing and Grubbing		10.00
[illegible],300	Cu.yds.	Common excavation	.32	15,4[illegible]6.00
29,300	"	Solid rock excavation	1.20	35,160.00
[illegible],000	Sta.yds.	Overhaul	.05	2,[illegible]50.00
1,350	Lin.ft.	12" Plain concrete pipe	1.75	2,36[illegible].50
580	"	18" Reinforced concrete pipe	3.75	2,175.00
90	"	24" " " "	6.00	[illegible].00
20	Cu.yds.	Class "C" concrete	30.00	600.00
40	"	Rubble masonry	3.50	140.00
1,790	Lin.ft.	Wood guard fence	1.20	2,1[illegible].00
SURFACING BOTH UNITS - CONTRACT #764				
14,430	Cu.yds.	Base course surfacing	1.93	27,[illegible]49.90
14,430	"	Top " "	1.93	27,[illegible]49.90
1,950	"	Filler	.25	1,[illegible]87.50
6,030	Yd.Mi.	Filler haul	.20	1,206.00
				$159,912.80
		Reduction on Grading	$500.00	
		Reduction on surfacing	1,597.00	2,097.00
		Sub-total ----------		$[illegible]7,815.80
		10% Eng. & Cont. -----		15,781.58
		TOTAL----------		$173,597.38

Length of Project 13.68 Miles
Cost per mile $12,689.57

State Funds available	$69,438.96	
Federal Aid requested	104,158.42	- (60%)
	$173,597.38	

Oregon State Highway Department — Project 102-B

Criterion - Cow Canyon Section of The Dalles California Highway in Wasco County.

Estimate as basis for modified agreement to include contract for surfacing.)

Salem, Oregon Nov. 13, 1924.

All Required		Clearing and Grubbing		$100.00
140,000	Cu.yds.	Common Excavation	.32	44,800.00
8,000	"	Solid rock excavation	1.60	12,800.00
30,000	Sta.yds.	Overhaul	.05	1,500.00
2,750	Lin.ft.	12" Corr. Galv. iron pipe	1.50	4,125.00
450	"	18" " " " "	2.50	1,125.00
80	"	24" " " " "	3.50	280.00
40	"	36" " " " "	6.00	240.00
35	Cu.yds.	Class "C" concrete	35.00	1,225.00
70	"	Rubble masonry	15.00	1,050.00

SURFACING- CONTRACT #764

15,000	Cu.yds.	Base course surfacing	1.93	28,950.00
15,000	"	Top " "	1.93	28,950.00
11,600	"	Filler	.25	2,900.00
6,820	Mi.yds.	Filler haul	.20	1,364.00
				$129,409.00

Proportional reduction on surfacing ----- 1,686.00

Sub-total ---- 127,723.00
10% Engineering & Contingencies ------ 12,772.30

TOTAL---------- $140 495.30

Length of Project 14.10 Miles
Cost per mile $9,964.03

State Funds Available $56,198.12
Federal Aid requested 84,297.18 - (60%)
$140,495.30

Form No. 39—22292—6M—8-23

Ag 101

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

RECEIVED DEC 2 1924

Date Nov 29, 1924

Job Name White River Canyon North Unit

Highway The Dalles-Calif

County Wasco Job Prefix 33 F 1

Week from 24 to 29

Mail Address Tygh Valley

Telegraph or Telephone Address " "

Express and Freight Address Maupin

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Sub Contractors Lyon & Price are erecting a crushing plant on White River at Sta 493 And expect to start rock on the road on the 3rd or 4th of Dec

NOTED
A. WANZER

(See back of this sheet for instructions and detailed information.)

Signed J. E. Peck

Title Res Engr

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* .....*steam shovels*

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project ..... 7.29 .....

Miles completed ..... 2 .....

Miles partially done ..... 0 .....

Average daily yardage placed this week ..... 0 .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... 2 ..... *men,*

..... 1 ..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Surfacing will be completed about ..... Sept 1-1925 .....

Number men in Engineering Party ..... 1 .....

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

P.R.O.1

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

November 13, 1924

Gentlemen:

Herewith we are enclosing six copies of estimate for basis for modified agreement on the Deschutes River Crossing Section, Oregon Federal Aid Project No. 101.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert,
Office Engineer

Dict. by J. W. DeSousa/LLL
Enc.

cc

State Highway Department

Project No. 101

Deschutes River Crossing Section of The Dalles-California Highway in Wasco County.

(Estimate as basis for modified agreement.
Revised to include contract for surfacing.)

Salem, Oregon, November 15, 1934.

UNIT 1 MAUPIN-NORTH 7 MILES				
All Required		Clearing and Grubbing		10.00
49,600	Cu. yds	Common Excavation	.28	13,888.00
11,000	cu. yds.	Intermediate Excavation	.48	5,280.00
10,000	cu. yds.	Solid Rock Excavation	1.20	12,000.00
18,000	Sta.Yds	Overhaul	.05	900.00
1,140	Lin.Ft.	12" Plain Concrete Pipe	1.75	1,995.00
700	Lin.Ft.	18" Plain Concrete Pipe	3.75	2,625.00
60	Lin.Ft.	24" Plain Concrete Pipe	6.00	360.00
40	Cu. yds.	Class "C" Concrete	30.00	1,200.00
80	Cu. yds.	Rubble Masonry	3.50	280.00
1,200	Lin.Ft.	Wood Guard Fence	1.20	1,440.00
UNIT 2 MAUPIN-SOUTH 6.68 Miles				
All Required		Clearing and Grubbing		10.00
48,300	Cu. Yds.	Common Excavation	.32	15,456.00
29,500	Cu. Yds.	Solid Rock Excavation	1.20	35,160.00
49,000	Sta. Yds.	Overhaul	.05	2,450.00
1,350	Lin.Ft.	12" Plain Concrete Pipe	1.75	2,362.50
580	Lin.Ft.	18" Reinf.Concrete Pipe	3.75	2,175.00
90	Lin.Ft.	24" Reinf. Concrete Pipe	6.00	540.00
20	Cu. yds.	Class "C" Concrete	30.00	600.00
40	cu. yds.	Rubble Masonry	3.50	140.00
1,790	Lin. Ft.	Wood Guard Fence	1.20	2,148.00
SURFACING BOTH UNITS - CONTRACT #764				
14,430	cu.yds.	Base Course Surfacing	1.93	27,849.90
14,430	cu. yds.	Top Course Surfacing	1.93	27,849.90
7,950	Cu. Yds.	Filler	.35	1,987.50
6,030	Yd. Mi.	Filler Haul	.20	1,206.00
				159,912.90
		Reduction on Grading	$300.00	
		Reduction on Surfacing	1,695.00	2,095.00
		Sub-Total		$ 157,817.90
Length of Project 13.68 Miles		10% Engr.& Cont.		15,781.78
Cost per mile $12,690.02		Total		173,599.68

State Funds Available	$ 69,439.84	
Federal Aid Requested	104,159.74	(60%)
	$ 173,599.58	

FH 101 Surfacing.

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon

October 25, 1924

Gentlemen:

Herewith we are enclosing the required number of copies each of Specification Provisions, Unit Prices and Unit Price Analysis, for surfacing The Dalles-California Highway from White River to Cow Canyon.

The estimate, which we are sending, covers project numbers 88, 101 and 102B in accordance with the manner in which bids are to be received. Special estimates applying to each of the projects will be sent to you after award of contract.

We regret exceedingly that this data was not sent to you before and trust that you will pardon us for the oversight.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert,
Office Engineer.

Dict. by J. W. DeSousa LL
Encl.

cc

Oregon State Highway Department — Projects 88, 101, and 102B

Unit price analysis with Surfacing Estimate

WHITE RIVER-DESCHUTES RIVER

Equipment	.15
Quarrying and Loading	.40
Crushing and Screening	.45
Hauling (3.52 mi. @ .25)	.88
Spreading and Finishing	.35
	2.23
15% profit	.33
Est. bid price	2.56

(Differential of 20¢ between base and top courses)

DESCHUTES RIVER & STATION 550

Equipment	.20
Quarrying and Crushing	.75
Hauling (3 mi. @ .25)	.75
Spreading and Finishing	.49
	2.19
15% profit	.33
Est. bid price	2.52

(Differential of 20¢ between base and top courses)

STATION 550 - COW CANYON

Equipment	.20
Quarrying and Crushing	.75
Hauling (2.98 mi. @ .25)	.73
Spreading and Finishing	.50
	2.18
15% profit	.33
Est. bid price	2.51

(Differential of 20¢ between base and top courses)

Oregon State Highway Department — Projects 88, 101 and 1088

Estimate with special provisions for surfacing from White River to Cow Canyon in Wasco.

Salem, Oregon, Oct. 25, 1934.

WHITE RIVER-DESCHUTES RIVER (9.89 mi.)

10,500	Cu. yds.	Base Course Surfacing	2.47	25,935.00
10,500	"	Top " "	2.67	28,035.00
8,000	"	Filler	.40	1,440.00
4,000	Yd. Mi.	Filler Haul	.25	1,000.00

DESCHUTES RIVER-STATION 550 (10.41 Mi.)

11,000	Cu. yds	Base Course Surfacing	2.42	26,620.00
11,000	"	Top " "	2.62	28,820.00
8,500	"	Filler	.40	3,400.00
5,000	mi. yd.	Filler Haul	.25	1,250.00

STATION 550- COW CANYON (10.41 Mi.)

11,000	Cu. yds.	Base Course Surfacing	2.41	26,510.00
11,000	"	Top " "	2.61	28,710.00
8,500	"	Filler	.40	3,400.00
5,000	Yd. Mi.	Filler Haul	.25	1,250.00
		Sub-Total		175,570.00
		10% Engr. & Cont.		17,587.00
				$ 194,007.00

Form No. 39—22292—6M—8-23

39-101

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Oct 15 1924, 192

Job Name Unit #1

Deschutes River Crossing

Highway Dalles-California

County Wasco Job Prefix 39 #1

Week from Oct 5 to Oct 10

Mail Address Maupin

Telegraph or Telephone Address Maupin

Express and Freight Address Maupin

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

The shovel is in the cut at the end of the Deschutes River bridge. The material encountered here is soft sandstone, sand, and cemented gravel. It is handling readily without heavy ~~traffic and~~ shooting and the traffic is being handled easily. Some inconveniance is being caused by the detour roads rutting up. This condition is temporary however.

The Oregon Trunk connection, while somewhat dangerous to traffic, will be better than it was before the highway was constructed.

A very bad condition is being encountered in the cut at the south end of the main street of Maupin, where the overflow from the city reservoir is keeping the cut slopes wet; some method of handling this overflow will have to be adopted as slides are certain to result.

NOTED
L. W. WANZER

(See back of this sheet for instructions and detailed information.)

Signed R. H. Haviland

Title

By Office Engineer

HNH-vc
encl.

GRADING CONSTRUCTION

Total miles of grading on project 7 1/2

Miles completed 6 6/10

Miles completed except finishing 0 4/10

Miles covered by contractor's forces 7 1/2

Miles cross-sectioned 7 1/2

Miles cross-sections completed and checked 3

Miles to be remeasured 6

Number men in Engineering Party 3

Contractor's average force for week ..... 35 men,

..... 3 ..... teams, ... 1 ..... steam shovels

Grading work will be completed about ..... Oct 31 '33

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile-cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... 33 PH ..... Percentage 55

Other jobs ..... 33 PH-1 ..... Percentage ..... —

Other jobs ..... 33 PR ..... Percentage 45

Other jobs ..... Percentage .....

encl.

FORM 54 20557 10M-9-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

PR 101

OREGON STATE HIGHWAY COMMISSION

SALEM

IN YOUR REPLY PLEASE
REFER TO FILE No. 112-5-H

The Dalles, Oregon - October 6, 1924

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

OCT 8 1924

Dear Sir:

Enclosed herewith please find Division Engineer's Estimate of Cost for surfacing the White River-Maupin Section and Units 1 and 2 Maupin*Cow Canyon Section of The Dalles-California Highway in Wasco County. Also, statement of proposed special provisions for the same sections.

In my opinion, I think it advisable for the contractor to acquire the source of materials on Units 1 and 2, of the Maupin-Cow Canyon Section, providing the same is acceptable to us, and entails no extra expense over and above the sources we designate as there are numerous places where rock can be acquired and camp location may cut quite a figure with the contractor.

On the White River-Maupin Section, it would be best for us to acquire title to the land on which the gravel pit is located and we will have to condemn. In this connection, will state that I am now having the data prepared so that proceedings can be started.

In regard to the special provisions, I have carefully gone thru the provisions governing Contract No. 734, and find that with one or two exceptions that they are adaptable to this work. In making up the same, I have shown only the proposed changes, which are to be made in Contract No. 734, to make it conform to these projects and think that the same is self-explanatory.

Should you desire any additional information in connection with the above, will be glad to furnish it to you upon receipt of your request.

Yours very truly,

C. W. Wanzer
Division Engineer

By
Office Engineer

Complete Aug. 31st

HNH-vc
encl.

October 3, 1924

RECEIVED
OCT 3 1924

DIVISION ENGINEER'S

ESTIMATE OF COST FOR COMPARISON OF BIDS

FOR SURFACING

WHITE RIVER-MAUPIN SECTION - THE DALLES-CALIFORNIA HIGHWAY IN WASCO COUNTY

Alternate "A"

Length 9.894 Miles - Sta. 5/27 to 528/00 From Gravel Pit - Station 117/00

Basis 2112	Cu.	Yds.	Per	Mile,	Surfacing Material
40	"	"	"	Sta.,	" "
7	"	"	"	"	Filler "
370	"	"	"	Mile,	" "
200	"	"	"	"	Maintenance "

Detailed Analysis of Cost

Surfacing Material	"A"	"B"
Set Up & Tear Down	.15	.15
Quarrying & Loading	.40	.40
Crushing	.45	.45
Hauling(73812 YMs .25)	.8825	
Processing	.35	
	$2.2325	$1.00
Plus 15%	.3349	.15
Total	$2.5674	$1.15

Maintenance Materials, A & B	
Set Up & Tear Down	.15
Quarrying & Loading	.40
Crushing	.45
Stock Piling	.15
	$1.15
Plus 15%	.17
Total	$1.32

10,500	Cu.Yds.	Base Course Surfacing Material	@	$2.4674	$ 25,907.70
10,500	" "	Top " " "	"	2.6674	28,007.50
2,000	" "	Maintenance Material	"	1.32	2,640.00
3,600	" "	Filler "	"	.40	1,440.00
3,000	" Mls.	" Haul	"	.25	750.00
		TOTAL ESTIMATED COST, ALTERNATE "A"			$ 58,745.40

Alternate "B"

10,500	Cu.Yds.	Base Course Surfacing Material	@	$1.05	$ 11,025.00
10,500	" "	Top " " "	"	1.25	13,125.00
2,000	" "	Maintenance Material	"	1.32	2,640.00
		TOTAL ESTIMATED COST, ALTERNATE "B"			$ 26,790.00

Estimated Cost of work to be performed by State Forces under Alternate "B" in order to compare bids on Alternates "A" and "B".

Processing, etc.	21,000	Cu.Yds.	@	$0.35	$7,350.00	+ 15% 1102.50	$8,452.50
Filler	3,600	" "	"	.40	1,440.00		1,440.00
~~Filler~~ Hauling	76,812	Yd.Mles	"	.25	19,203.00	+ 15% 2880.45	22,083.45
					$27,993.00	3982.95	$31,975.95
Plus 15% allowed Contractor on Field Wk.					3,982.95		
					$31,975.95		

OCT 8 1924

RECAPITULATION OF ALTERNATES "A" & "B"

for

COMPARISON OF BIDS

Alternate "A"		$58,745.40
Alternate "B"	$ 26,790.00	
Work to be done by State forces, under Alternate "B"	27,993.00	
	$ 54,783.00	
Plus 15% allowed Contractor for Profit on Field Work	3,982.95	
ESTIMATED TOTAL COST under Alternate "B"	$ 58,765.95	

October 3, 1924

DIVISION ENGINEER'S

ESTIMATE OF COST FOR COMPARISON OF BIDS

FOR SURFACING

Unit No. 1

MAUPIN-COW CANYON SECTION - THE DALLES-CALIFORNIA HIGHWAY IN WASCO COUNTY

Alternate "A"

Length 10.41 Miles Sta 0/00 to 550/00 Quarry Location, Sta 338/00

Basis	2112	Cu.	Yds.	Per	Mile,	Surfacing	Material
"	40	"	"	"	Sta.,	"	"
"	15	"	"	"	"	Filler	"
"	792	"	"	"	Mile,	"	"
"	200	"	"	"	"	Maintenance	"

Detailed Analysis of Cost

Surfacing Materials, Alternate A & B	"A"	"B"
Set Up & Tear Down	.20	.20
Quarrying & Crushing	.75	.75
Hauling(65562 YM @ .25)	.745	
Processing	.50	
	$2.195	$ .95
Plus 15%	.329	.1425
	$2.524	$1.0925

Maintenance Materials Alt A & B	
Set Up & Tear Down	.20
Quarrying & Crushing	.75
Stock Piling	.15
	$1.10
Plus 15%	.165
	$1.265

11,000	Cu.Yds.	Base Course Surfacing Materials	@	2.424	$26,664.00
11,000	" "	Top " " "	"	2.624	28,864.00
8,500	" "	Filler Materials	"	.40	3,400.00
3,000	Yd.Mle.	" Haul	"	.25	750.00
2,100	Cu.Yds.	Maintenance Materials	"	1.265	2,656.50
		Total Alternate "A"			$62,334.50

Alternate "B"

11,000	Cu.Yds.	Base Course Surfacing Materials	@	.9925	$10,917.50
11,000	" "	Top " " "	"	1.1925	13,117.50
2,100	" "	Maintenance Materials	"	1.265	2,656.50
		Total Alternate "B"			$26,691.50

Estimated Cost of work to be performed by State Forces under Alternate "B" in order to compare bids on Alternates "A" and "B"

Processing, etc.,	22,000	Cu.Yds. @	.50	$11,000.00	+ 15%	$ 1,650.00
Filler Material	8,500	" " "	.40	3,400.00		
~~Filler~~ Hauling	68,562	Yd.Mls. "	.25	17,140.50	+ 15%	2,571.08
				$31,540.50		$ 4,221.08
		Plus 15%		4,221.08		
				$35,761.58		

--------RECAPITULATION OF ALTERNATES "A" & "B" FOR COMPARISON OF BIDS--------

Alternate "A"		$62,334.50
Alternate "B"	$26,691.50	
Work to be done by State forces under Alternate "B" -----	31,540.50	
	$58,232.00	
Plus 15% allowed contractor for profit on field work-----	4,221.08	
Total Estimated Cost under Alternate "B" ----------	$62,453.08	

October 3, 1924

DIVISION ENGINEER'S

ESTIMATE OF COST FOR COMPARISON OF BIDS

FOR SURFACING

Unit No. 2

MAUPIN-COW CANYON SECTION - THE DALLES-CALIFORNIA HIGHWAY IN WASCO COUNTY

Alternate "A"

Length 10.42 Miles Sta 550/00 to 1100/00 Quarry Located at Sta 777/00

Basis 2112 Cu.Yds. Per Mile Surfacing Material
" 40 " " " Sts. " "
" 15 " " " " Filler "
" 792 " " " Mile " "
" 200 " " " " Maintenance Material

Detailed Analysis of Cost

Surfacing Materials Alternate A & B	"A"	"B"	Maintenance Materials	
Set Up & Tear Down	.20	.20	Set Up & Tear Down	.20
Quarrying & Crushing	.75	.75	Quarrying & Crushing	.75
Hauling(64468 YM @ .25)	.732		Stock Piling	.15
Processing	.50			
	2.182	.95		1.10
Plus 15%	.327	.1425	Plus 15%	.165
	$2.509	1.0925		$1.265

11,000	Cu.Yds.	Base Course Surfacing Materials	@	2.409	$26,499.00
11,000	" "	Top " " "	"	2.609	28,699.00
8,500	" "	Filler Material	"	.40	3,400.00
3,000	Yd.Mls.	" Haul	"	.25	750.00
2,100	" "	Maintenance Material	"	1.265	2,656.50
		TOTAL ESTIMATED COST ALTERNATE "A"			$62,004.50

Alternate "B"

11,000	Cu.Yds.	Base Course Surfacing Materials	@	.9925	$10,917.50
11,000	" "	Top " " "	"	1.1925	13,117.50
2,100	" "	Maintenance Materials	"	1.265	2,656.50
		TOTAL ESTIMATED COST ALTERNATE "B"			$26,691.50

Estimated Cost of work to be done by State Forces, under Alternate "B" in order to compare bids on Alternates "A" and "B"

Processing, etc.	22,000	Cu.Yds.	@	.50	$11,000.00	+ 15%	$1,650.00
Filler Material	8,500	" "	"	.40	3,400.00		
~~Filler~~ Hauling	67,468	Yd.Mls.	"	.25	16,867.00	+ 15%	2,530.05
					$31,267.00		$4,180.05
	Plus 15%				4,180.05		
					$35,447.05		

--------RECAPITULATION OF ALTERNATES "A" & "B" FOR COMPARISON OF BIDS--------

Alternate "A"		$62,004.50
Alternate "B"	$26,691.50	
Work to be done by State Forces under Alternate "B"	31,267.00	
	$57,958.50	
Plus 15% allowed contractor for profit on field work	4,180.05	
Total Estimated Cost Alternate "B"	$62,138.55	

October 6, 1924

POSED SPECIAL PROVISIONS REQUIRED FOR SURFACING

WHITE RIVER-MAUPIN SECTION

THE DALLES-CALIFORNIA HIGHWAY IN WASCO COUNTY

To be the same as "Special Provisions incorporated in Contract No. 735 (Dufur White River Section) except for the following changes necessary to make the same conform to this project.

Special Note: As this project is to be surfaced with crushed gravel, it will be necessary to change all places where reference is made to "Broken Stone" to read "Crushed Gravel".

INSTRUCTIONS TO BIDDERS

The surfacing of the White River-Maupin Section is to be contracted in one unit and shall embrace that portion which is between Station 5/27 and 528/00.

Two alternate propositions will be considered in connection therewith, one of which propositions shall be referred to as "Alternate "A'" and the other of which shall be referred to as "Alternate 'B'", Under Alternate "A" the contractor shall furnish, haul and place the required surfacing materials and perform all other work incidental to the complete construction of the surfacing as hereinafter specified. Under Alternate "B" the contractor shall furnish the required surfacing materials, but the hauling and placing of same shall be performed by State forces.

Bids must be made upon the special bidding sheets attached between page ___ of the proposal form, which bidding sheets provide space for the submitting of separate bids as follows:

(1) Alternate "A"
(2) Alternate "B"

All qualifications and contingent provisions that the bidder wishes to make, shall be written in on the sheet provided for the purpose and attached along with the special bidding sheets, and except as qualifications to the contrary are made by the bidder upon that sheet, it shall be understood that the bidder will accept an award under either one of his bids. Except as otherwise indicated the specifications which follow shall apply to this project.

Page 3, "Kind and Quality of Materials" to be changed to read as follows:

The surfacing materials to be furnished under this contract shall be Crushed Gravel, manufactured from clear hard tough and durable material. It shall contain no sand, and shall be free from soft, thin elongated or laminated pieces. The loss by ebrasion when tested in the manner described in bulletin No. 555 of the U.S. Department of Agriculture shall not exceed 8 per cent.

ALL GRAVEL TO BE PASSED THRU CRUSHERS

All materials to be furnished under this contract must be passed thru the crushers, the fine along with the course, and in no case will the separate crushing of oversize materials be permitted.

All boulders and other oversize materials of suitable quality occuring in the pit run gravel shall be crushed and shall become a part of the crushed material to be furnished.

Page 3, "Source of Materials" to be changed as follows: Suitable gravel from which to manufacture surfacing material is available adjacent to Station 117/00 and all crushed gravel shall be furnished from that source, unless the contractor locates and desires to use gravel from other sources which in the opinion of the Engineer, is equally as suitable as the rock available from the above designated source and which in the opinion of the Engineer can be used without increased expense to the State.

October 6, 1924

PROPOSED SPECIAL PROVISIONS REQUIRED FOR SURFACING

WHITE RIVER-MAUPIN SECTION

THE DALLES-CALIFORNIA HIGHWAY IN WASCO COUNTY

To be the same as "Special Provisions incorporated in Contract No. 735 (Dufur White River Section) except for the following changes necessary to make the same conform to this project.

Special Note: As this project is to be surfaced with crushed gravel, it will be necessary to change all places where reference is made to "Broken Stone" to read "Crushed Gravel".

INSTRUCTIONS TO BIDDERS

The surfacing of the White River-Maupin Section is to be contracted in one unit and shall embrace that portion which is between Station 5/27 and 528/00.

Two alternate propositions will be considered in connection therewith, one of which propositions shall be referred to as "Alternate "A'" and the other of which shall be referred to as "Alternate 'B'", Under Alternate "A" the contractor shall furnish, haul and place the required surfacing materials and perform all other work incidental to the complete construction of the surfacing as hereinafter specified. Under Alternate "B" the contractor shall furnish the required surfacing materials, but the hauling and placing of same shall be performed by State forces.

Bids must be made upon the special bidding sheets attached between page ___ of the proposal form, which bidding sheets provide space for the submitting of separate bids as follows:

(1) Alternate "A"
(2) Alternate "B"

All qualifications and contingent provisions that the bidder wishes to make, shall be written in on the sheet provided for the purpose and attached along with the special bidding sheets, and except as qualifications to the contrary are made by the bidder upon that sheet, it shall be understood that the bidder will accept an award under either one of his bids. Except as otherwise indicated the specifications which follow shall apply to this project.

Page 3, "Kind and Quality of Materials" to be changed to read as follows:

The surfacing materials to be furnished under this contract shall be Crushed Gravel, manufactured from clear hard tough and durable material. It shall contain no sand, and shall be free from soft, thin elongated or laminated pieces. The loss by ebrasion when tested in the manner described in bulletin No. 555 of the U.S. Department of Agriculture shall not exceed 8 per cent.

ALL GRAVEL TO BE PASSED THRU CRUSHERS

All materials to be furnished under this contract must be passed thru the crushers, the fine along with the course, and in no case will the apparate crushing of oversize materials be permitted.

All boulders and other oversize materials of suitable quality occuring in the pit run gravel shall be crushed and shall become a part of the crushed material to be furnished.

Page 3, "Source of Materials" to be changed as follows: Suitable gravel from which to manufacture surfacing material is available adjacent to Station 117/00 and all crushed gravel shall be furnished from that source, unless the contractor locates and desires to use gravel from other sources which in the opinion of the Engineer, is equally as suitable as the rock available from the above designated source and which in the opinion of the Engineer can be used without increased expense to the State.

Page 5, "Number of Courses and Cross Section" to read as follows:

The number of courses in which the surfacing shall be laid, and the cross-section to which it shall be constructed, shall in general, conform to the specifications in the paragraphs below, and to the attached or accompanying cross-section plan, brt these features shall be subject to such changes as may be ordered by the Engineer to take care of varying conditions.

The surfacing shall be constructed in two courses. The first course shall consist of base course materials, and shall be approximately four (4) inches in thickness; the second course shall consist of top course materials and shall be approximately four (4) inches in thickness.

The finished surfacing shall have a bottom width of eighteen (18) feet, and a top width of fourteen (14) feet. Each course shall entirely cover and overlap the course below it, as indicated on the typical cross-section plan attached.

Page 7, "Points of Delivery" change to read Station 117/00 and substitute "Project" for "Unit".

Page 8, "Rate of Delivery and Time of Beginning" to read as follows: The delivery of materials shall commense not later than March 15, 1925, and shall proceed at a rate of not less than 200 cubic yards per day.

Page 13, "Rate of Progress" to read as follows:

Actual production of surfacing materials shall be commenced not later than March 15, 1925, and shall proceed continuously thereafter at a rate of not less than 200 cubic yards per day.

Page 14,"Contractor to Bear Extra Expense Resulting From Failure to Complete", to be changed to read as follows: In case the contractor fails to complete the construction of the surfacing or the furnishing of Crushed Gravel for same, within the specified time, he shall bear the expense of maintaining all unsurfaced portions of the project and all sections of uncompleted surfacing. He shall also bear the expense of all regrading, scarifying and reshaping work required to be done, to place the unsurfaced portion of the project in condition to receive surfacing and to place the uncompleted sections of surfacing in condition to receive additional materials.

Maintenance as above specified shall include all blading and dragging work necessary to keep the roadbed and surfacing shaped up and free from ruts, and such other work as may be necessary to keep the road open and in usable condition.

In case the contractor fails to complete as specified he shall also bear what ever expense is incurred by the State in storing and looking after its trucks and other equipment during the time of such shut down, or whatever expense is incurred in bringing the trucks and other equipment to the Salem shops for storage and overhauling, and of returning same to the job.

October 6, 1924

PROPOSED SPECIAL PROVISIONS REQUIRED FOR SURFACING

Units No. 1 & 2

OCT 8 1924

MAUPIN-COW CANYON SECTION, THE DALLES-CALIFORNIA HIGHWAY IN WASCO COUNTY

To be the same as:

Special Provisions incorporated in Contract No. 735 (Dufur-White River Section) with the following changes made to conform to this project.

INSTRUCTIONS TO BIDDERS

Page 1, Paragraph 1, change to read "Maupin-White River Section. Unit No. 1 Station 0/00 to 550/00 - Unit No. 2 Station 550/00 to 1100/00.

Page 3, "Sources of Materials" to be changed to read For Unit No. 1, Quarry located at Station 338/00 and For Unit No. 2 at Station 777/00.

Page 3, "Acquisition of Rights to take Rock" to be changed to read as follows (Same as incorporated in Contract No. 713, Page 3, "Contractor to Acquire and Develope Sources of Material")

CONTRACTOR TO ACQUIRE AND DEVELOPE SOURCES OF MATERIAL

The contractor shall acquire and develop such sources of material as are required for the prosecution of the work. He shall pay all royalties, shall remove overburden, shall provide hauling roads, and shall bear all expense incidental to the securing, furnishing and delivering upon the work of all surfacing materials required.

In case the contractor is unable to make arrangements for the taking of materials from the available sources without compliance to unreasonable restrictions or the payment of exhorbitant royalties, the State Highway Commission, at the contractor's written request, will institute condemnation proceedings, or take such other steps as may seem advisable for the securing of materials from the particular source or sources involved.

It is understood that the contractor will bear all expense of the condemnation proceedings, and all other expense to which the State Highway Commission may be put, and will pay such royalty costs or other consideration as the Court may award, or as may be otherwise fixed.

Page 5
NUMBER OF COURSES AND CROSS SECTION to be changed to read as follows:

The number of courses in which the surfacing shall be laid, and the cross-section to which it shall be constructed, shall in general, conform to the specifications in the paragraphs below, and to the attached or accompanying cross-section plan, but these features shall be subject to such changes as my be ordered by the Engineer to take care of varying conditions.

The surfacing shall be constructed in two courses. The first course shall consist of base course materials, and shall be approximately four (4) inches in thickness; the second course shall consist of top course materials and shall be approximately four (4) inches in thickness.

The finished surfacing shall have a bottom width of eighteen (18) feet, and a top width of fourteen (14) feet. Each course shall entirely cover and overlap the course below it, as indicated on the typical cross-section plan attached.

Page 7, "Points of Delivery", change ~~stations~~ stationing to read Unit No. 1 - Station 338 and Unit No. 2 - Station 777/00

Page 8, "Rate of Delivery and Time of Beginning" to read as follows: The delivery of materials for both, units 1 and 2, shall commence not later than March 15, 1925 and shall proceed at a rate of not less than 200 cubic yards per day, on each unit,

Page 13, "Rate of Progress" to read as follows:

Page 13, Con.

Actual production of surfacing materials shall be commenced not later than March 15, 1925, and shall proceed continuously thereafter at a rate not less than 200 cubic yards per day (on each unit).

Page 14, "Contractor to Bear Extra Expense Resulting From Failure to Complete", to be changed to read as follows: In case the contractor fails to complete the construction of the surfacing or the furnishing of Broken Stone for same, with in the specified time, he shall bear the expense of maintaining all unsurfaced portions of the project and all sections of uncompleted surfacing. He shall also bear the expense of all regrading, scarifying and reshaping work required to be done, to place the unsurfaced portion of the project in condition to receive surfacing and to place the uncompleted sections of surfacing in condition to receive additional materials.

Maintenance as above specified shall include all blading and dragging work necessary to keep the roadbed and surfacing shaped up and free from ruts, and such other work as may be necessary to keep the road open and in usable condition.

In case the contractor fails to complete as specified he shall also bear what ever expense is incurred by the State in storing and looking after its trucks and other equipment during the time of such shut down, or whatever expense is incurred in bringing the trucks and other equipment to the Salem shops for storage and overhauling, and of returning same to the job.

PR 101

October 3, 1924

Mr. C. W. Wanzer,
Division Engineer,
The Dalles, Oregon.

Dear Sir:

We understand that a number of cattle passes have been built upon the several sections of The Dalles-California Highway, and the Sherman Highway which have been under construction during the past season in Wasco County.

Undoubtedly some, if not all, of these structures have been put in as a means of securing right-of-way, and should, therefore, be paid for in full by Wasco County. Please check upon this matter and send us a complete list of all cattle passes constructed, together with estimates of the quantities involved and such other information as will be required in the making of proper charges against the County.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert,
Office Engineer

SHP L

cc

For answer to this
see PR 88

The Dalles, Oregon - September 22, 1924

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon.

Dear Sir:

As per your request of September 3, requesting the necessary data for advertising of the White River-Maupin, Criterion-Cow Canyon rock surfacing projects, I am enclosing herewith preliminary estimate of cost of the two sections, which show also the mileage of each unit.

I recommend that these projects be advertised for the October meeting if possible, as there will be three good outfits close by which are just finishing up, that will be in a position to bid advantageously.

Yours very truly,

C. W. Wanser,
Division Engineer.

HNH-vo
encl.

September 20, 1924

DIVISION ENGINEER'S

PRELIMINARY ESTIMATE OF COST FOR SURFACING

WHITE RIVER-MAUPIN SECTION THE DALLES-CALIFORNIA HIGHWAY IN WASCO COUNTY

Station 5/27 to 528/00

Length 9.894 Miles - From Gravel Pit at Station 117/00

Basis 2112 Cubic Yards per Mile Surfacing Material
40 " " " Sta. " "
370 " " " Mile Filler "
7 " " " Sta. " "
200 " " " Mile Maintenance "

Detailed Analysis of Cost.

Surfacing Material		Maintenance Materials	
Set Up & Tear Down----------	.15	Set Up & Tear Down----------	.15
Quarrying & Loading----------	.40	Quarrying & Loading----------	.40
Crushing----------	.45	Crushing----------	.45
Hauling(73812YM @ .25)--------	.8825	Stock Piling----------	.15
Processing----------	.35		
	$2.2325		$1.15
Plus 15%	$ .3349	Plus 15%	$ .13
	$2.5674		$1.28

21,000	Cubic Yards	Surfacing Material	@	$2.57	----------	$ 53,970.00
2,000	" "	Maintenance "	@	1.28	----------	2,560.00
3,600	" "	Filler "	@	.40	----------	1,440.00
3,000	Yard Miles	" Haul	@	.25	----------	750.00
		Total Estimated Cost			----------	$ 58,720.00

- - - - - - - - - - -

September 20, 1924

DIVISION ENGINEER'S

PRELIMENARY ESTIMATE OF COST FOR SURFACING

UNIT NO. 1

DESCHUTES RIVER-COW CANYON SECTION THE DALLES-CALIFORNIA HIGHWAY

In Wasco County

Length 10.41 Miles Station 0/00 to 550/00 Quarry location 338/00

Detail Analysis of Cost

Surfacing Materials		Maintenance Materials	
Set Up & Tear Down----------	.20	Set Up & Tear Down----------	.20
Quarrying & Crushing---------	.75	Quarrying & Crushing---------	.75
Hauling (65562 YM @ .25)-----	.745	Stock Piling----------	.15
Processing----------	.50		
	$2.195		$1.10
Plus 15%	.329	Plus 15%	.165
	$2.524		$1.265

22,000	Cubic Yards	Surfacing Material	@	$ 2.52	$ 55,440.00	
2,100	" "	Maintenance "	@	1.27	2,667.00	
8,500	" "	Filler "	@	.40	3,400.00	
3,000	Yard Miles	" Haul	@	.25	750.00	
			Total Estimated Cost ----------			$62,257.00

- - - - - - - - - - -

UNIT NO. 2

Length 10.42 Miles Station 550/00 to 1100/00 Quary at Station 777/00

Detail Analysis of Cost

Surfacing Materials		Maintenance Materials	
Set Up & Tear Down----------	.20	Set Up & Tear Down----------	.20
Quarrying & Crushing---------	.75	Quarrying & Crushing---------	.75
Hauling (64468YM @ .25)-----	.732	Stock Piling----------	.15
Processing----------	.50		
	$2.182		$1.10
Plus 15%	.327	Plus 15%	.165
	$2.509		$1.265

22,000	Cubic Yards	Surfacing Material	@	$ 2.51	$55,220.00	
2,100	" "	Maintenance "	@	1.27	2,667.00	
8,500	" "	Filler "	@	.40	3,400.00	
3,000	Yard Miles	" Haul	@	.25	750.00	
			Total Estimated Cost			$62,037.00

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No. .....

POST OFFICE BUILDING,
PORTLAND, OREG.

August 29, 1924.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The modified project agreement and certificate have been executed covering Oregon Federal Aid project #101, Tygh Valley-Criterion section of The Dalles-California Highway. We enclose an original copy each of the agreement and certificate for your files.

Yours very truly,

C. H. Purcell

District Engineer.

Oregon Federal Aid Project No. 101.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on November 27, 1923, by the State Highway Commission of Oregon, and on December 20, 1923, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 101; and

WHEREAS, the said State Highway Commission has requested that the Federal Aid approved and set aside to the credit of said project be increased from $15,000.00 to $67,599.76, which is 61.13673 per cent of the total estimated cost of said project;

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates and the sum of sixty-seven thousand, five hundred ninety-nine and 76/100 dollars ($67,599.76) as the share of the United States payable under said act on account of said project, which does not exceed 61.13673 per cent of the total estimated cost thereof."

Article IV shall read:

> "Article IV. The United States prorata share of the cost of said project shall not in any event exceed (a) the said sum of sixty-seven thousand, five hundred ninety-nine and 76/100 dollars ($67,599.76), certified to the Secretary of the Treasury as above mentioned, being 61.13673 per cent of one hundred ten thousand, five hundred seventy-one and 45/100 dollars, the approved total estimated cost of said project, nor (b) the said per centum of the value of the labor and materials which shall have been actually put into the construction of said project in conformity to said plans and specifications."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon on the 26th day of June, 1924, and the Secretary of Agriculture on the 24th day of July, 1924.

STATE HIGHWAY COMMISSION OF OREGON

By C W Duby
Chairman, State Highway Commission

By I R Bellinger
Member, State Highway Commission

By Wm M Malvern
Member, State Highway Commission

Howard M. Gore
Acting Secretary of Agriculture

(115

...of Plans, Specifications and Estimates ...to cover Oregon Federal A... oject No. 101).

Form No. PR. 8

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(*Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, as amended by "An Act making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," approved February 28, 1919, and by "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," approved November 9, 1921 (42 Stat., 212).*)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between the south end of Oregon 88, 7 miles north of Maupin, and a point 6.68 miles south of Maupil near Criterion

locally known as the Tygh Valley-Criterion Section of The Dalles-California Highway, Wasco County, and designated in the records of this Department as Project No. 101, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 110,571.45 in addition to the $15,000 approved by Certificate of Dec. 20, 1923, as the total estimated cost of said project, and the sum of $ 52,599.76/ as the share of the United States, payable under said acts on account of such project, which does not exceed 41.13673 per cent of said total estimated cost.

Done in the District of Columbia, this 24th day of July one thousand nine hundred and Twenty-four, as witness my hand and the seal of the Department of Agriculture.

Howard M. Gore,
ACTING *Secretary of Agriculture.*

GOVERNMENT PRINTING OFFICE 8—1929

#617-330.31-1 PR 101

June 17, 1924.

Aetna Casualty & Surety Company,
c/o Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Ore on.

Attention Mr. Geo. A. Marker, Adjuster.

Gentlemen:

Receipt is acknowledged of your letter of the 12th inst. enclosing the release of the claim of the Sand Concrete Pipe Company against Bauers & Bauers in connection with the construction of the Deschutes River Crossing Section of The Dalles-California Highway.

In reply will say that we are today making record of this release for future reference.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Gleisyer,
Chief Clerk.

HBG:LM

cc. Bauers & Bauers, Dayton, Washington.

ACCIDENT AND LIABILITY DEPARTMENT
ÆTNA LIFE INSURANCE COMPANY
THE
ÆTNA CASUALTY AND SURETY COMPANY
AUTOMOBILE INSURANCE COMPANY
OF HARTFORD CONNECTICUT
MORGAN B. BRAINARD, PRESIDENT.

BATES, LIVELY & PEARSON,
GENERAL AGENTS,
YEON BUILDING.
GEORGE A. MERCER, ADJUSTER.

PORTLAND, ORE.,

June 12, 1924.

Oregon State Highway Commission,
Salem, Oregon.

Attention H.B. Glaisyer, Chief Clerk

Dear Sir:

Under date of May 16, 1924 the Bend Concrete Pipe Company filed a claim with the Secretary of the State of Oregon for material sold to Bauers & Bauers for use in constructing the Deschutes River Crossing Section of the Dalles California Highway.

This claim has been paid by Bauers & Bauers and I am enclosing, herewith, a release signed by the Bend Concrete Pipe Company, which I hope will enable you to clear your records in this matter.

Very truly yours,

GEORGE A. MERCER

JBP:WB

By J. B. Pearson.

ANSWERED
H.B.G.

Bend Oregon, June __1924.

To Whom It May Concern:

We, the undersigned Bend Concrete Pipe Company, do hereby release the contract held by Bauers & Bauers for improvement of the Deschutes River Crossing Section of the Dalles California Highway for any claim for material, labor or supplies furnished any subcontractor or to the general contractor.

Bend Concrete Pipe Company.

By C. A. Lewis

Witnessed by

L. E. Carlson

FORM 88 [illegible]

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

PR-101

OREGON STATE HIGHWAY COMMISSION
SALEM

The Dalles, Oregon - May 21, 1924

Mr. R. A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Enclosed herewith, Extra Work Order No. 2 and 3, with supporting data, Contract No. 697, Unit No. 1, Deschutes River Crossing Section of The Dalles-California Highway in Wasco County. Also Order No. 2, with supporting data, Contract No. 709, Creterion section of The Dalles-California Highway in Wasco County, the above to accompany Estimates rendered a few days ago.

Yours very truly,

C. W. Wanzer,
Division Engineer.

By H M Hackett.
Office Engineer.

Encl.
HMH-vc

RECEIVED
MAY 22 1924

697-3307101

May 21, 1924

Mr. Sam A. Kozer,
Secretary of State,
B u i l d i n g.

Attention Mr. H. J. Hess, Filing Division.

Dear Sir:

This letter will acknowledge receipt of yours of the 19th inst. enclosing three copies of claim of the Bend Concrete Pipe Company of Bend, Oregon, in amount $1,642.81 against the bond taken from the Aetna Casualty & Surety Company for work in connection with Bauers & Bauers' contract No. 697 for the grading of Units 1 and 2, Deschutes River Crossing Section of The Dalles-California Highway.

We are today forwarding one copy of this notice to Bauers & Bauers and the other to the surety on the bond.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

C. N. LAUGHRIGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

May 19, 1924.

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received from Bend Concrete Pipe Co., Bend, Oregon, and filed as of this date a notice of claim for concrete pipe in the sum of $1642.81 against the bond taken from Aetna Casualty & Surety Co. for the work of constructing highway contract No. 697, covering the grading of units 1 & 2, Deschutes River Crossing Section of the Dalles-California Highway.

We are enclosing a copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract, and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

FILING DIVISION,

By N. J. Isaac

B.

ANSWERED
H. B. G.

COPY

BEND CONCRETE PIPE CO.

Bend, Oregon

May 16, 1924

State of Oregon,

Salem, Oregon.

Notice is hereby given that the undersigned Bend Concrete Pipe Co. has a claim for concrete pipe in the sum of $1642.81 against the Bond taken from the Aetna Casualty & Surety Co., Bates, Lively & Pearson, agents, Yeon Bldg, Portland, Oregon, for the work of constructing highway contract number 697, covering the grading of units 1 & 2, Deschutes River Crossing Section of the Dalles-California Highway.

Bend Concrete Pipe Co,
Per C. L. Grutze, Mgr.

ENDORSED:

File No. 410
Filed May 19, 1924, SAM A. KOZER, Secretary of State.

OG-101
OG-101

May 21, 1924.

Bemers & Bemers,
Dayton, Washington.

Gentlemen:

Enclosed herewith please find a copy of notice of claim against yourselves, which has been filed in the office of the Secretary of State by the Bend Concrete Pipe Company, C. L. Gratke, Manager, it being their claim in amount $1,642.81 for concrete pipe furnished in connection with highway contract No. 497 for the grading of Units 1 and 2, Deschutes River Crossing Section of The Dalles-California Highway.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

Encl.

PG 101

May 21, 1924.

Aetna Casualty & Surety Company,
c/o Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

Herewith please find notice of claim which has been filed in the office of the Secretary of State by the Bend Concrete Pipe Company against Demers & Demers and the Aetna Casualty & Surety Company in connection with the construction of Units 1 and 2, Deschutes River Crossing Section of The Dalles-California Highway, which claim amounts to $1,642.81.

This copy is being mailed to you at the request of the Secretary of State.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glasmyer,
Chief Clerk.

HBG:LM
Encl.

ON #617-3 SP 9-1

CONCRETE PIPE COMPANY

May 14, 1924.

P. R. 101

Concrete Pipe Company,
Board of Trade Building,
Portland, Oregon.

Attention Mr. Phil Easterday.

Gentlemen:

Receipt is acknowledged of your letter of the 13th inst. enclosing copy of your claim against Bauers & Bauers for the furnishing of concrete pipe to them in connection with their contract No. 697 for the grading of Units 1 and 2, Deschutes River Crossing Section of The Dalles-California Highway.

In reply will say that the surety on the bond furnished by Bauers & Bauers in this instances is the Aetna Casualty & Surety Company, Bates, Lively & Pearson, Agents, Ioon Building, Portland, Oregon. The contract number and name is as stated above.

We enclose herewith a mimeographed copy of Section 2991 Olsen's Oregon Laws, relating to the filing of claims against contractors on highway work.

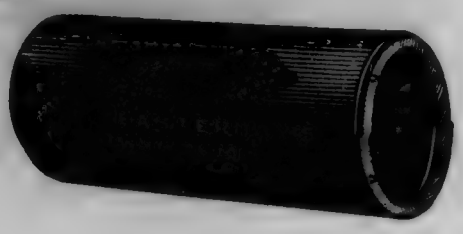
Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glasgyer,
Chief Clerk.

HBG:LM
Encl.



"PERMANENT AS THE PYRAMIDS"

BOARD OF TRADE BUILDING

CONCRETE PIPE COMPANY

DRAINAGE, SEWER PIPE, IRRIGATION PIPE,
CULVERT PIPE AND GRAVITY WATER SYSTEMS

PORTLAND, OREGON

May 13, 1924.

ASSOCIATED PLANTS
BEND, OREGON
EUGENE, OREGON
ONTARIO, OREGON
LA GRANDE, OREGON
KLAMATH FALLS, OREGON
TACOMA, WASHINGTON
SEATTLE, WASHINGTON
SPOKANE, WASHINGTON
LONGVIEW, WASHINGTON
CENTRALIA, WASHINGTON
WENATCHEE, WASHINGTON
WALLA WALLA, WASHINGTON
HELENA, MONTANA
CALDWELL, IDAHO
GRAND FORKS, B. C.

State Highway Commission,
Salem, Oregon.

Gentlemen:

Last January we shipped quite an order of reinforced concrete culvert pipe to Bauers & Bauers at Maupin, Oregon, for a contract, which they have with the State. A part of this pipe was shipped from Bend, the balance, as per enclosed invoice, amounting to $660.00 was shipped from Portland.

Up to the present time we have been absolutely unable to get a reply of any nature from Bauers & Bauers relative to payment of this account. We therefore desire to file the enclosed invoice with the State.

We would also like information as to who the bondsmen are for this piece of work and the name of the peice of work, so we can file our claim with the bonding company.

Yours very truly,

Phil Easterday
K.

encl.

#697 - Units 1 & 2 - Maupin Irr. Con. Section
Deliv. Cos. & Rec'd
Date Rec'd & Vouchered
Yours truly

ANSWERED
H. B. G.

"PERMANENT AS THE PYRAMIDS"

CONCRETE PIPE COMPANY

DRAINAGE, SEWER PIPE, IRRIGATION PIPE,
CULVERT PIPE AND GRAVITY WATER SYSTEMS

BOARD OF TRADE BUILDING

PORTLAND, OREGON

January 31, 1924.

SHIPPED TO Maupin, Oregon.

SOLD TO Bauers & Bauers,
Maupin, Oregon.

VIA

INVOICE No. 10192

REQ'N No.

CAR No. 11883

INITIAL UP

F.O.B.

FREIGHT

150 ft. 18" Reinforced Pipe	1.85	277.50	
450 ft. 12" Plain "	.85	382.50	
			$660.00

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS,
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.....

POST OFFICE BUILDING,
PORTLAND, OREG.

January 14, 1924.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The project agreement and certificate have been executed covering Oregon 101, Tygh Valley-Criterion section of The Dalles-California Highway. Enclosed herewith is an original copy each of the agreement and certificate for your files.

Yours very truly,
C. H. PURCELL, District Engineer,

By T. M. Davis
Acting

RECEIVED
JAN 15 1924

Form P. R. 2

State Oregon

Project No. 101

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

AMENDED FEBRUARY 28, 1919

AND

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

WASHINGTON
GOVERNMENT PRINTING OFFICE
1922

Form P. R. 1

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 27th day of November, 1923

by and between the State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended by act approved February 28, 1919 (40 Stat., 1189), entitled "An Act Making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," and by Act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes":

Whereas the Highway Department of said State submitted on the 3rd day of August, 1923, a project statement, which was approved by the Secretary on the 3rd day of October, 1923, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 3rd day of October, 1923, and approved by the Secretary on the 20th day of Dec., 1923; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of fifteen thousand and 00/100

dollars ($15,000.00) as the share of the United States payable under said act on account of said project, which does not exceed 41.15673 per cent of the total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT.

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State ..... from sale of bonds authorized by Legislature under
(Include amount, date, and citation of act of legislature by which authorized.)
Chapter 175, Laws of 1917, and Chapter 31, Laws of 1920

*(b) By the count..... of .....
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)
such funds having been placed under the direct control of the Highway Department by .....
(State how placed under direct control of Highway Department.)

*(c) By the count..... of .....
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

*(d) .....

ROAD EMBRACED IN PROJECT.

ARTICLE II. This agreement covers the following road as described in detail in said surveys, plans, and specifications:

Between the south end of Oregon 88, 7 miles north of Maupin, and a point 6.68 miles south of Maupin near Criterion
.....terminal points, a distance of 13.68 miles, known locally as the Tygh Valley-Criterion Section of The Dalles-California Highway, Wasco County.

CHARACTER AND METHOD OF CONSTRUCTION.

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

(a) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.

(b) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

(c) It is mutually agreed that the existing bridge over Deschutes River at Maupin shall be subject to inspection and approval by the Secretary or his authorized agents, and that if in the judgment of the Secretary or his authorized agents such structure requires repairs or reconstruction, it will be repaired or reconstructed by or under the direction of the Highway Department in accordance with plans and specifications approved by and subject to the inspection and approval of the Secretary or said agents, and without Federal Aid.

(d) The Highway Department hereby agrees that within one year after completion of the improvement contemplated by this agreement it will, with or without Federal Aid, construct a crushed rock or gravel surfacing on said project, in accordance with plans and specifications approved by the Secretary or his authorized agents.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT.

ARTICLE IV. The United States pro rata share of the cost of said project shall not in any event exceed

(a) the said sum of fifteen thousand and 00/100

dollars, certified to the Secretary of the Treasury as above mentioned, being less than 61.13673 per cent of one hundred ten thousand, five hundred seventy-one and 45/100

dollars, the approved total estimated cost of said project, nor (b) the said per centum of the value of the labor and materials which shall have been actually put into the construction of said project in conformity to said plans and specifications.

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT.

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State ..... from sale of bonds authorized by Legislature under Chapter 175, Laws of 1917, and Chapter 81, Laws of 1920 (Include amount, date, and citation of act of legislature by which authorized.)

PAYMENTS.

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of the said certified sum, or so much thereof as may be due under the terms hereof, to .....

STRICKEN OUT

.....
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the ..... (State or county.) of ..... (Name.)

(Strike out if not appropriate.)

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to .....

the State Treasurer .
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State (State or county.) of Oregon (Name.)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $ 18,341.02 per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT.

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:

RESOLUTION

In view of the fact that the State Highway Commission was authorized by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways.

IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 237 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties

of such sum he shall not together with [illegible]
above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $ 18,341.02 per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT.

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:

RESOLUTION

In view of the fact that the State Highway Commission was authorized by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways.

IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 237 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties for which a suitable contract will be entered into, will be sufficient to maintain all state roads constructed by the State Highway Commission or jointly by the Commission and the Federal Department of Agriculture, as provided for in the Federal Aid Road Act, and

BE IT RESOLVED, that the state assumes responsibility to the Federal Government for the proper maintenance of all highways constructed in cooperation with the Federal Government under any federal act providing for cooperative road construction, the state to make whatever arrangements with the various counties it may deem necessary to meet this obligation in accordance with the laws of the state of Oregon and the Federal Aid Road Act, and any other Federal Law that may have been, or may be, enacted to further road improvement in the State of Oregon.

I, Roy A. Klein, duly appointed Secretary for the Oregon State Highway Commission, hereby certify the above resolution was unanimously adopted by the Oregon State Highway Commission, at its regular meeting held at Salem, Oregon, on August 7, 1917, all members being present and voting, and at a special meeting held in Portland on September 25, 1917, a majority being present and voting, when an amendment was made to the original resolution to make it read as above.

ROY A KLEIN

Secretary

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the .....,
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: .....

(Include reference to statute authorizing

.....

funds, probable amount annually available, and how will be placed under direct control of Highway Department.)

.....

*(*b*) By the .....,
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .....

(Include reference to statute authorizing

.....

funds and probable amount annually available.)

.....

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: .....

.....

.....

*(Strike out if not appropriate.)

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 20th day of December, 1923.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department.)

By .....
Chairman, State Highway Commission
(Title of officer.)

By .....
Member, State Highway Commission
(Title of officer.)

[SEAL.]

By .....
Member, State Highway Commission
(Title of officer.)

By .....
.....
(Title of officer.)

By .....
.....
(Title of officer.)

[SEAL.]

.....
ACTING Secretary of Agriculture.

Form No. PR. 8

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(*Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, as amended by "An Act making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," approved February 28, 1919, and by "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," approved November 9, 1921 (42 Stat., 212).*)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between the south end of Oregon 33, 7 miles north of Maupin, and a point 6.68 miles south of Maupin near Criterion locally known as the Tygh Valley-Criterion Section of The Dalles-California Highway, Wasco County, and designated in the records of this Department as Project No. 101, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $110,571.45 as the total estimated cost of said project, and the sum of $15,000.00 as the share of the United States, payable under said acts on account of such project, which does not exceed 61.1367 per cent of said total estimated cost.

Done in the District of Columbia, this 20th day of December one thousand nine hundred and twenty-three, as witness my hand and the seal of the Department of Agriculture.

Howard Gore

ACTING *Secretary of Agriculture.*

P.B.C.

GOVERNMENT PRINTING OFFICE 8—4820

Form No. 23—22292—6M—8-23

OREGON STATE HIGHWAY DEPARTMENT

Report #1 PR 101

FIELD ENGINEER'S WEEKLY REPORT

Date Nov., 4, 23, 192

Job Name Unit # 2 Deschutes River Crossing

Week from Oct 28th to Nov 3d.

Highway Dalles-California

Mail Address Madras

Telegraph or Telephone Address Madras

County Wasco Job Prefix 33PN-1

Express and Freight Address Maupin

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

NOTED R.A.K.

One tnree quarter yard steam shovel has been shipped to Maupin. It is the intention to start at the bottom of the hill at Maupin. Probably no attempt will be made to do any team work on this section before spring.

Culverts for the first mile have been ordered from the Bend Concrete Pipe Company.

Culvert installation, Concrete, Rubble Masonry and Guard fences have been let to Joe Gassman, who also has this work on Unit #1

(See back of this sheet for instructions and detailed information.)

Signed R P Newland

Title

Report #1

GRADING CONSTRUCTION

Total miles of grading on project 6.68

Miles completed 0

Miles completed except finishing 0

Miles covered by contractor's forces 0

Miles cross-sectioned 0

Miles cross-sections completed and checked 0

Miles to be remeasured 6.68

Number men in Engineering Party 1

Contractor's average force for week 1 men,
0 teams, 1 steam shovels

Grading work will be completed about June 30, 1924

ROCK OR GRAVEL SURFACING

Total miles surfacing on project

Miles completed

Miles partially done

Average daily yardage placed this week

Average daily yardage necessary to complete on time

Contractor's average force for week men,

teams, trucks

Percentage of total required yardage now in place

Surfacing will be completed about

Number men in Engineering Party

SURVEYS

Total mileage at section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project

Miles paving completed

Average daily sq. yds. this week

Miles shoulders completed both sides

Contractor's average force for week men,

teams, trucks

Percentage of total required yardage now in place

Job will be completed about

Number men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job 33 PH Percentage 20

Other jobs 33 PH-1 Percentage 20

Other jobs 16 PB Percentage 20

Other jobs 33 PK Percentage 40

Form No. 39—22292—6M—8-23

Report #1

ORE[illegible] STATE HIGHWAY DEPARTME[illegible]

FIELD ENGINEER'S WEEKLY REPORT

Date Nov. 4, 23, 192

Job Name Unit #1 PR 121

Deschutes River Crossing

Highway Dalles-California

County Wasco Job Prefix 33PN

Week from Oct. 28 to Nov. 3

Mail Address Madras

Telegraph or Telephone Address Madras

Express and Freight Address Maupin

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

The mile of grading on the north end has been let to Mr. A. E. Doty, of Redmond, who will start work about the middle of the coming week.

Culverts have been ordered from the Bend Concrete Pipe Company for this section.

Culvert installation, Concrete, Rubble Masonry; and Guard Fence has been let to Joe Gammel of Madras, who also has work on Unit #1

NOTED R.A.K.

(See back of this sheet for instructions and detailed information.)

Signed [signature]

Title

Form No. 39—22292—6M—8-23

Report #1

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Nov. 4, 23, 192

Job Name Unit #1 PR 121

Deschutes River Crossing

Highway Dalles-California

County Wasco Job Prefix 33PN

Week from Oct. 28 to Nov. 3

Mail Address Madras

Telegraph or Telephone Address Madras

Express and Freight Address Maupin

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

The mile of grading on the north end has been let to Mr. A. E. Doty, of Redmond, who will start work about the middle of the coming week.

Culverts have been ordered from the Bend Concrete Pipe Company for this section.

Culvert installation - Concrete, Rubble Masonry; and Guard Fence. See Letter Dec. 6 General J. Madsen, who also to make or Inst. NOTED R.A.K.

(See back of this sheet for instructions and detailed information.)

Signed R. P. Kenland

Title

GRADING CONSTRUCTION

Total miles of grading on project 7.00

Miles completed 0

Miles completed except finishing 0

Miles covered by contractor's forces 0

Miles cross-sectioned 0

Miles cross-sections completed and checked 0

Miles to be remeasured 7.00

Number men in Engineering Party 1

Contractor's average force for week 0 men,
0 teams, 0 steam shovels

Grading work will be completed about June 30, 24

ROCK OR GRAVEL SURFACING

Total miles surfacing on project

Miles completed

Miles partially done

Average daily yardage placed this week

Average daily yardage necessary to complete on time

Contractor's average force for week men,

teams, trucks

Percentage of total required yardage now in place

Surfacing will be completed about

Number men in Engineering Party

SURVEYS

Total mileage at section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project

Miles paving completed

Average daily sq. yds. this week

Miles shoulders completed both sides

Contractor's average force for week men,

teams, trucks

Percentage of total required yardage now in place

Job will be completed about

Number men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job 33 PH Percentage 20

Other jobs 33 PH-1 Percentage 20

Other jobs 33 PK Percentage 40

Other jobs 16 PB Percentage 20

uted total.

PA 101

COPY

NOTED
R. A. K.

COAST CULVERT & FLUME CO.
Portland (Kenton) Oregon.

October 16, 1923.

Wm. Duby, Chairman.
Oregon State Highway Commission.
Baker, Oregon.

Dear Mr. Duby:

We have just heard that the Deschutes River Crossing job, units 1 and 2, have been awarded by your commission to Bauers and Bauers on the basis of concrete culverts.

Our tabulation of the bids show that galvanized corrugated culverts were bid on the basis of $2809.00 lower than the concrete pipe.

In the past the State Highway Department have practically always used the pipe which was bid on the lowest basis per foot, and this is especially true east of the mountains where corrugated pipe has given a very excellent account of itself.

It is a well known fact that corrugated culverts are giving better service all over the United States than concrete culverts, and this is something that has been borne out by field investigations in practically every state in the Union.

Some months ago we asked that the Highway Department send one of their engineers with one of our representatives and inspect personally the services given by the various types of culverts installed under state highway and county roads that have been in service ten years or longer.

We feel sure your board is trying to get the best values possible for money expended on state highway work, but we do not feel that in this instance corrugated pipe has been given a fair show, especially due to the fact that there was the big price difference of over $2800.00.

We would appreciate it if you would be kind enough to tell us what the future attitude of the commission is going to be on culverts; that is, whether or not you are going to specify cement culverts at an advanced price over corrugated pipe where your specifications call for the bids on both kinds of pipe.

We feel that as citizens of the state and tax-payers we are justified in knowing your future attitude, as we have a big plant investment and thousands of dollars tied up in corrugated metal.

Mr. Wm. Duby, No. 2. October 16, 1923.

There is a matter which we believe is worthy of some consideration and that is that we have a big investment in plant and material and give employment to a large number of men. This type of factory is one which cannot be used to advantage for anything else, and corrugated culverts are used only on highway and railroad work.

We have a big lot of expensive machinery and have always tried to manufacture the highest quality of pipe, not only in the way of materials, but in the workmanship which goes into the finished pipe itself.

A concrete culvert plant, as you know, is usually a very small affair with little money invested, and giving employment to but a few laborers. This type of plant can be closed down without loss to the owners at any time, and this is something that is usually done when they have no business.

This, however, cannot be done by a corrugated culvert plant, as more skilled labor is required in the manufacture of the metal pipe, and we have been years in building up a business and plant which is recognized as one of the best in the country in this particular business.

Will you not please give this letter serious consideration, as we naturally would like to know just what the attitude of the commission is going to be on future highway work so that we may make our plans accordingly?

Yours very truly,

COAST CULVERT & FLUME CO.

E.E.Gibson
EW

E. W. Gibson

Vice President.

CC Roy Klein, Engineer, State Highway Dept.,
State of Oregon,
Salem, Oregon.

33 PN

~~33PN-Revision~~
~~File 14~~

NOTED
R. A. K.

PR 101

RECEIVED
OCT 15 1923
STATE HIGHWAY

The Dalles, Oregon October 13, 1923

Mr. R. P. Newland,
Resident Engineer,
Madras, Oregon.

Dear Sir:

Referring to your letter of October 11th in regard to the location near the Loop Curve at Station 36 south of Maupin, received and contents noted.

The present alignment at this point is not very satisfactory. If you are satisfied after a careful investigation that a revision could be made, locating the line on the south side of the slope which would give better alignment, and not to exceed a 5% grade, I would suggest that you make a survey of the same and show the comparative estimate of cost, alignment, etc., the result of which will determine whether it would be advisable to make a change as suggested or not, but I do not care to have this expense incurred unless you are reasonably sure that you can get a better grade, alignment, and cheaper road bed, and the grade not to exceed a 5% grade. If you are satisfied that you can obtain the above results, you are authorized to make this proposed revision and the same should be done immediately, but if you are not reasonably sure, it probably would be advisable to wait until I can go over the grade with you.

Yours very truly,

C. W. Wanzer,
Division Engineer.

CWW/vc

cc R. A. Klein.

October 10, 1923.

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

PR 101

Gentlemen:

Receipt is acknowledged of your letter of the 8th instant relative to guard fences to be used on the Deschutes River Crossing Section, Federal Aid Project No. 101.

No revised standard plans have been prepared for guard fences. The only change which we have made consists of changing the spacing of the posts from eight feet to ten feet. This necessitates that the length of the rails be increased from sixteen feet to twenty feet. The rail joints are staggered as in the past, and the standard specifications for painting and treatment of posts are still in effect.

Very truly yours,

ROY A. KLEIN
State Highway Engineer,

By

Asst. Office Engineer.

(Dict. by J. W. DeSouza / TW)

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No.....

POST OFFICE BUILDING,
PORTLAND, OREG.

October 8, 1923.

RECEIVED
OCT 10 1923

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

It is our understanding that a contract was recently awarded for guard fence on Oregon 89 - Tygh Grade Section of The Dalles-California Highway, and that a type of fence is to be used differing slightly from the standard plan previously approved.

Will you kindly send us copies of the revised guard fence plan?

If the new type of fence is to be used on Oregon 101-Maupin Section, we should also have the usual number of copies to attach to the plans.

Yours very truly,

C. H. Purcell, District Engineer,

By [signature] Acting

FORM 8A 21765 5M-6-23

WILLIAM DUBY, BAKER, CHAIRMAN
H. S. VAN DUZER, PORTLAND
W. M. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

RECEIVED
SEP 01 1923
OREGON
HIGHWAY COMMISSION

OREGON STATE HIGHWAY COMMISSION
SALEM

33VK - Payroll
File 39

The Dalles, Oregon September 8, 1923

PR 101

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Attention Mr. S. H. Probert

Dear Sir:

Please refer to Mr. J. D. Peck's August payroll forwarded to your office September 7th. There is a charge on this payroll against Prefix 33VK, account No. 411. We now find that this prefix is not among the active prefixes on your list corrected to September 1, 1923.

Changed to 33PN LEP

For your information, this was work on a revision through the town of Maupin on The Dalles-California Highway. If it is not desirable to reopen and allow charges against this survey prefix for the above work, it is requested that you assign a construction prefix for the grading of this section. In which case we would be glad to have you revise the charges on this payroll account.

Respectfully yours,

C. W. Wanzer
C. W. Wanzer
Division Engineer.

AWA/vc

cc J. D. Peck.

FORM 8A 55096 8M-7-23

WILLIAM DUBY, BAKER, CHAIRMAN
H. S. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

P.R. 101

920 - Estimates of Cost
File 46

The Dalles, Oregon September 19, 1923

RECEIVED
SEP 20 1923
OREGON
STATE HIGHWAY COMMISSION

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Herewith are Engineer's estimate of cost for comparison of bids on the following projects:

Grading Units 1 and 2, Deschutes River Crossing Section of the Dalles-California Highway in Wasco County.

Building wood guard fence on the Mt. Hood Loop Highway in Hood River County and The Dalles-Dufur Section of the Dalles-California Highway in Wasco County.

Yours respectfully,

C. W. Wanzer

C. W. Wanzer,
Division Engineer.

Encl.
AMA/vc

...ce of Cost

September 18, 1923

DIVISION ENGINEER'S ESTIMATE OF COST FOR GRADING UNITS NO. 1 & NO. 2-DESCHUTES RIVER CROSSING SECTION OF THE DALLES-CALIFORNIA HIGHWAY IN WASCO COUNTY FOR COMPARISON OF BIDS - SEPTEMBER 24, 1923

P.R. 101

- UNIT NO. 1 -

Clearing and Grubbing			Lump Sum		$ 200.00
49,600	Cubic Yards	Common Excavation	@ .35		17360.00
11,000	" "	Inter. "	@ .65		7150.00
10,000	" "	Solid Rock "	@ 1.65		16500.00
18,000	Sta. "	Overhaul	@ .05		900.00
1,140	Lineal Feet	12" Plain Concrete Pipe		@ 2.50	Alternate
700	" "	18" Reinf " "		@ 3.00	"
60	" "	24" " " "		@ 4.50	"
1,140	" "	12" Corr Galv Iron "		@ 1.65	1881.00
700	" "	18" " " " "		@ 2.60	1820.00
60	" "	24" " " " "		@ 3.50	210.00
40	Cubic Yards	Class "C" Concrete		@35.00	1400.00
80	" "	Rubble Masonry		@12.00	960.00
1,200	Lineal Feet	Wood Guard Fence		@ 1.00	1200.00
		Total Cost Grading Unit No. 1			$ 49581.00

- UNIT NO. 2 -

Clearing and Grubbing			Lump Sum		$ 250.00
48,300	Cubic Yards	Common Excavation	@ .35		16905.00
29,300	" "	Solid Rock "	@ 1.60		46880.00
49,000	Sta "	Overhaul	@ .05		2450.00
1,350	Lineal Feet	12" Plain Concrete Pipe		@ 2.50	Alternate
580	" "	18" Reinf " "		@ 3.00	"
90	" "	24" " " "		@ 4.50	"
1,350	" "	12" Corr Galv Iron "		@ 1.65	2227.50
580	" "	18" " " " "		@ 2.60	1508.00
90	" "	24" " " " "		@ 3.50	315.00
20	Cubic Yards	Class "C" Concrete		@35.00	700.00
40	" "	Rubble Masonry		@12.00	480.00
1,790	Lineal Feet	Wood Guard Fence		@ 1.00	1790.00
		Total Cost Grading Unit No. 2			$ 73505.50

- SUMMARY -

Total Cost Grading Unit No. 1	$ 49581.00
Total Cost Grading Unit No. 2	73505.50
Grand Total Cost	$123,086.50
Lump sum reduction if awarded to one bidder	1,000.00
Net Total Cost	$122,086.50

RECEIVED SEP 20 1923 ... State Highway Commission

...mate of Cost

September 18, 1923

DIVISION ENGINEER'S ESTIMATE OF COST FOR GRADING UNITS NO. 1 & NO. 2-DESCHUTES RIVER CROSSING SECTION OF THE DALLES-CALIFORNIA HIGHWAY IN WASCO COUNTY FOR COMPARISON OF BIDS - SEPTEMBER 24, 1923

P.R. 101

- UNIT NO. 1 -

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10,000	" "	Solid Rock "	@ 1.65		7150.00
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1,140	Lineal Feet	12" Plain Concrete Pipe		@ 2.50	900.00
700	" "	18" Reinf " "		@ 3.00	Alternate
60	" "	24" " " "		@ 4.50	"
1,140	" "	12" Corr Galv Iron "		@ 1.65	"
700	" "	18" " " " "		@ 2.60	1881.00
60	" "	24" " " " "		@ 3.50	1820.00
40	Cubic Yards	Class "C" Concrete		@35.00	210.00
80	" "	Rubble Masonry		@12.00	1400.00
1,200	Lineal Feet	Wood Guard Fence		@ 1.00	960.00
					1200.00
		Total Cost Grading Unit No. 1			$ 49581.00

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Clearing and Grubbing			Lump Sum		
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49,000	Sta "	Overhaul	@ .05		46880.00
1,350	Lineal Feet	12" Plain Concrete Pipe		@ 2.50	2450.00
580	" "	18" Reinf " "		@ 3.00	Alternate
90	" "	24" " " "		@ 4.50	"
1,350	" "	12" Corr Galv Iron "		@ 1.65	"
580	" "	18" " " " "		@ 2.60	2227.50
90	" "	24" " " " "		@ 3.50	1508.00
20	Cubic Yards	Class "C" Concrete		@35.00	315.00
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					1790.00
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- SUMMARY -

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Grand Total Cost	$123,086.50
Lump sum reduction if awarded to one bidder	1,000.00
Net Total Cost	$122,086.50

RECEIVED
SEP 20 1923
STATE HIGHWAY ENGINEER

CE1 CE.

September 6, 1923

Mr. C. H. Purcell,
District Engineer,
Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Oregon Project No. 101, Tygh
Valley-Criterion Section.

Dear Sir:

Receipt is acknowledged of yours of September 4, 1923, relative to the above mentioned project, and asking relative to the section of the Sherman Highway from the junction with The Dalles-California Highway at the head of Cow Canyon to the Sherman-Wasco County Line.

From an inspection of the map you will note that even with the completion of the two sections north and south of Kerns there will remain a gap between the head of Cow Canyon and the end of the proposed Maupin projects of approximately 17 miles. This is through a gumbo section on which travel is extremely difficult in winter and is, no doubt, the project which should next be put on of The Dalles-California Highway, although there is still a gap between Dufur and the head of Tygh Valley Grade which is not standard construction.

The Wasco County Court have been continuously before the Highway Commission urging them to complete The Dalles-California Highway and the Sherman Highway on a 50-50 basis with the county, and only the lack of funds has prevented the Highway Commission from accepting their offers of cooperation as both projects are extremely meritorious and the county has the funds in hand ready at any time.

It is a pet hobby of Judge Addiseon to complete these roads while he is still in office.

On the Sherman Highway between the junction of The Dalles-California Highway and the Sherman-Wasco County Line Wasco County in their bond issue voted $100,000 for this definite road and the funds cannot be diverted to other roads. The total estimate for this section is approximately $200,000 so that their funds would approximately cover 50 per cent of the costs.

CE1 CE

C. H. Purcell - 2. 9-6-1923

You will note that the city of Shaniko is located on this road and that Antelope is tributary to it on an improved road, so that even if there was an attempt to divert these funds to other parts of the county it is not probable that the local residents would permit it to be done.

We have had the assurances, several times, of the County Court that they would be willing to put on the Sherman connection just as soon as The Dalles-California Highway was further along and we have no reason to doubt their sincerity. The work in Sherman County, you will understand, is all either completed or under contract and the Sherman County people are asking the Highway Commission to complete the road through to the junction with The Dalles-California Highway as soon as possible, but realize that our funds are limited and for that reason are patient about the matter and it is well understood that the project will be put on at an opportune time.

Very truly yours,

State Highway Engineer.

RAK:LM

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No.....

RECEIVED
SEP 6 - 1923
STATE HIGHWAY COMMISSION

POST OFFICE BUILDING,
PORTLAND, OREG.

September 4, 1923.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Oregon 101, Tygh Valley-Criterion

Receipt is acknowledged of the Project Statement and preliminary field investigations are being made.

The work included in this project completes the Wasco County branch of The Dalles-California Highway, except for a relatively light section south of Criterion, while the Sherman County branch upon which considerable Federal aid is being expended, will be completed only to the north line of Wasco County. We feel considerable interest in the Sherman County branch as well as in Wasco County section, and it has occurred to us that there should be some program outlined looking toward the completion of the Sherman County branch as well as the Maupin route. Unless there is some understanding, it is possible that Wasco County might lose interest in the Sherman County route when the other is completed.

We would be pleased to know what assurance the Highway Commission can give that the Sherman County section will go on to completion, and that funds which we understand were voted for this route will not later be diverted.

Very truly yours,

C. H. Purcell
District Engineer.

September 6, 1923.

RP-101

Mr. C. H. Purcell,
District Engineer,
Bureau of Public Roads,
Portland, Oregon.

Dear Sir:

We are today sending you by prepaid express four blue print sets of plans and one blue print set of cross-sections on the Deschutes River Crossing Section, Oregon Project No. 101. Six copies of estimate to accompany the plans are enclosed herewith.

Subsequent to the original preparation of plans on this section a revision was made in the town of Maupin. The necessary corrections have been made on the plans, but we have no cross-sections on the revised alignment. In case these cross-sections are desired by you, please advise and we will endeavor to secure them from the field.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

Dic by J. W. DeCouzn.
AP

OREGON STATE HIGHWAY DEPARTMENT — PROJECT NO. 165

Deschutes River Crossing Section of The Dalles-California Highway in Wasco County.

(Estimate with plans. Not as basis for agreement)

15.68 Miles of Grading — Salem, Oregon, Sept. 7, 1925.

Unit 1: Maupin-North, 7 Miles				
All Required		Clearing and Grubbing		250.00
40,600	Cu. Yds.	Common Excavation	.30	14,880.00
11,000	" "	Intermediate Excavation	.50	5,500.00
10,000	" "	Solid Rock Excavation	1.25	12,500.00
18,000	Stn. Yds.	Overhaul	.05	900.00
1,140	Lin. Ft.	12" Culvert Pipe	1.50	1,710.00
700	" "	18" " "	2.50	1,750.00
60	" "	24" " "	3.50	210.00
60	Cu. Yds.	Class "C" Concrete	30.00	1,800.00
60	" "	Rubble Masonry	12.50	750.00
Unit 2: - Maupin-South				
All Required		Clearing and Grubbing		250.00
48,300	Cu. Yds.	Common Excavation	.35	16,905.00
29,300	" "	Solid Rock Excavation	1.25	36,625.00
40,000	Stn. Yds.	Overhaul	.05	2,450.00
1,[illegible]	Lin. Ft.	12" Culvert Pipe	1.50	2,025.00
[illegible]	" "	18" " "	2.50	1,450.00
90	" "	24" " "	3.50	315.00
60	Cu. Yds.	Class "C" Concrete	30.00	1,800.00
		Sub-total		102,070.00
		10% Engr. & Cont.		10,207.00
		Total		$ 112,277.00

Deschutes River Crossing South of The Dalles-California Highway in Wasco County.

Cost per Mile $8,207.37

State Funds Available	$97,277.00
Federal Aid Requested	15,000.00
	$ 112,277.00

FORM SA 21700 5M-6-23

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. M. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

RECEIVED
AUG 22 1923
OF

file

PR #101

The Dalles, Ore. August 21, 1923

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

S H P

Dear Sir:

Referring to your letter of July 19,1923 in regard to the proposed relocation of The Dalles-California Highway through Maupin along the lines suggested by Mr. B. Shattuck, I respectively refer you again to my answer to the same, under date of August 3, 1923 as to the comments there on.

I am sending you under separate cover sketch map and profile and comparative estimated cost of the proposed revision. This proposed revision will run through the main street of Maupin as desired by the citizens.

The alignment and grades are practically as good as the original location, but due to the fact that running along the main street of the town we have some slack grade which naturally had to be taken up resulting in the lengthning of the line of nearly 600 feet. Also there are increased quantities of material to be removed on the revised line. The comparative estimate of cost shows approximate increase in the revised line of $3779.30 over the original line.

When the line change was proposed the Wasco County Court came out flat footed with the statement that they would oppose the change if they had to acquire new right-of-way as they expected they would have trouble in obtaining the same. Also that they felt as if the citizens of Maupin had been getting every consideration and opportunity to rebuild their town if they so desired upon the located highway.

However I am informed by Judge Addisson today that the right-of-way on the revised line has been guaranteed free of cost by the citizens. Furthermore, he stated that the County would stand 50% of the increased cost or approximately $2000 in order to satisfy the people in the town, if the Highway Commision saw fit to make the

(cont)

S H P
Please write and return with B.P.s of sketch map and profile attached

FORM SA 21766 3M-6-33

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. M. MALONE, CORVALLIS
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

change as outlined on the accompanying map and profile. Therefore in view of the above statement of Judge Addisson, I recommend that the revised line be adopted and that the State co-operate on a 50-50 basis with the County in the constructing the same, as is will be of material benefit to the merchants and citizens of Maupin as now rebuilt. If this proposed change is approved by you and adopted by the Highway Commission, kindly let me know if you will require platted cross sections and other data in order to advertise the same or whether being a Federal Aid Project you will allow it to go ahead on the original line with the idea of calling this a minor change and to be taken care of afterwards.

For your information, Mr. Morris of the Bureau of Public Roads has been over this proposed change and finds no objection to the same.

Yours very truly,

C. W. Wanzer,
Division Engineer.

CWW/VC

FORM 2A 21765 SM-6-23

WILLIAM SUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

33VK - Revision Thru Maupin.
File 14.

SALEM
The Dalles, Ore., Aug. 3, 1923.

AUG 5 1923

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Referring to your letter of July 19th, enclosing the attached letter of Mr. B. Shattuck, which is herewith returned at your request, relating to the location of The Dalles-California Highway through the town of Maupin, please be advised that Mr. Peck is now making a survey, and will prepare sketch map and profile and an estimate, along the lines suggested by Mr. Shattuck. Until we have the complete data in regard to this matter, I do not wish at this time to make any recommendations as to whether the change can be made or not. If said change can be made without too much extra expense or increase in distance, I think it would probably be advisable to do so, as it would be of material benefit to certain parties in Maupin.

However, you are familiar with the circumstances in connection with the location of this road through Maupin, which was done after the town was destroyed by fire, at the special request of the citizens of Maupin and the Wasco County Court, with the idea that the permanent location would be made at that time, before any reconstruction of the town commenced, so that if they desired they could rebuild along the permanent lines of the Highway as located by Mr. Compton. In the rebuilding of the town, although the line was located as requested, said location was ignored, so really as a matter of fact they are not entitled to the consideration that they would have otherwise been if their request had not been granted. However, if it still can be made so as to help them out, I will recommend that the same be done if it is not at too great an additional expense.

Yours very truly,

C. W. Wanzer

C. W. Wanzer,
Division Engineer.

CWW:kl
1 Encl.

...n, Oregon, July 14th, 193...

...Portland, Ore. on.....

Subject:- Location of Dalles-California Highway thru Maupin.

Prior to final location of route over that portion of the Dalles-California Highway through your city, we, the business interests of the town of Maupin, desire to point out to the Commission certain facts that we feel location of the highway should include, if possible, upon the city, and to ask that a small portion of the route be selected. The petition has been given to the Commission by those who will be most benefited, should the highway, but which would have to be built first nevertheless, necessitating the upkeep of the road by the county. [illegible] Since a route selected by the Commission will [illegible] Maupin it could be improved by the [illegible] Commission could use [illegible] on the other hand, [illegible] highway [illegible] this is of vital importance to us.

[illegible] Portland [illegible] location on the original highway [illegible] Dalles [illegible] the new route [illegible] on to reach to construct [illegible] better suited to the needs of the highway public. [illegible] Commission could use [illegible] highway [illegible] Maupin.

[illegible] Portland [illegible] location on the original highway [illegible] Dalles [illegible] the new route [illegible] on to reach to construct [illegible] better suited to the needs of the highway public. [illegible] Commission could use [illegible] highway [illegible] Maupin.

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[illegible] Portland [illegible] location on the original highway [illegible] Dalles [illegible] the new route [illegible] on to reach to construct [illegible] better suited to the needs of the highway public. [illegible] Commission could use [illegible] highway [illegible] Maupin.

[illegible] Portland [illegible] location on the original highway [illegible] Dalles [illegible] the new route [illegible] on to reach to construct [illegible] better suited to the needs of the highway public. [illegible] Commission could use [illegible] highway [illegible] Maupin.

[illegible] Portland [illegible] location on the original highway [illegible] Dalles [illegible] the new route [illegible] on to reach to construct [illegible] better suited to the needs of the highway public. [illegible] Commission could use [illegible] highway [illegible] Maupin.

Very truly yours,

B. Shadwell

ests of the town of [illegible] the privilege of pointing out to the Commission court in hardship that the present location of the highway would inflict, we think unnecessarily, upon our community, and to ask that a small portion of the route be located. The location here given to our present street lines and to our present road to the mills, which practically our life's [illegible] survey, but which would have to be maintained nevertheless, assist in the upkeep of the two roads at best a [illegible] expense. [illegible] route as given by the [illegible] and the town will [illegible] established and [illegible]. We must believe it could be [illegible] so, for in no way the Commission could use approximately as much [illegible] and a half, while, on the other hand, [illegible] survey [illegible] this is of chief [illegible].

[illegible] Mr. [illegible] manner in the Fulbright [illegible] section and [illegible] investigation of the original survey and the [illegible] established. [illegible] Mr. Pool's conservative [illegible] in the nature of a [illegible] will not [illegible] or be used to construct and would better serve the [illegible] public. [illegible] very skilful story should be [illegible] for what information [illegible].

[illegible] respectfully point out;

[illegible] survey is unsatisfactory to the community.

[illegible] to our present streets and to our present road to the mills, which practically our life's [illegible] survey, but which would have to be maintained nevertheless, assist in the upkeep of the two roads at best a [illegible] expense. [illegible] route as given by the [illegible] and the town will [illegible] established and [illegible]. We must believe it could be [illegible] so, for in no way the Commission could use approximately as much [illegible] and a half, while, on the other hand, [illegible] survey [illegible] this is of chief [illegible].

[illegible] Mr. [illegible] manner in the Fulbright [illegible] section and [illegible] investigation of the original survey and the [illegible] established. [illegible] Mr. Pool's conservative [illegible] in the nature of a [illegible] will not [illegible] or be used to construct and would better serve the [illegible] public. [illegible] very skilful story should be [illegible] for what information [illegible].

[illegible] in the matter, we respectfully point out;

That the present survey is unsatisfactory to the community.

That we believe it could be changed to our present streets and to our present road to the mills, which practically our life's [illegible] survey, but which would have to be maintained nevertheless, assist in the upkeep of the two roads at best a [illegible] expense. [illegible] route as given by the [illegible] and the town will [illegible] established and [illegible]. We must believe it could be [illegible] so, for in no way the Commission could use approximately as much [illegible] and a half, while, on the other hand, [illegible] survey [illegible] this is of chief [illegible].

That this could be done without additional expense as we believe would not cost so much.

That this [illegible] and [illegible] and [illegible] Fulbright [illegible] section and [illegible] investigation of the original survey and the [illegible] established. [illegible] Mr. Pool's conservative [illegible] in the nature of a [illegible] will not [illegible] or be used to construct and would better serve the [illegible] public. [illegible] very skilful story should be [illegible] for what information [illegible].

That this community [illegible] and [illegible] survey and that the present survey [illegible] division of information that [illegible] in the [illegible] community.

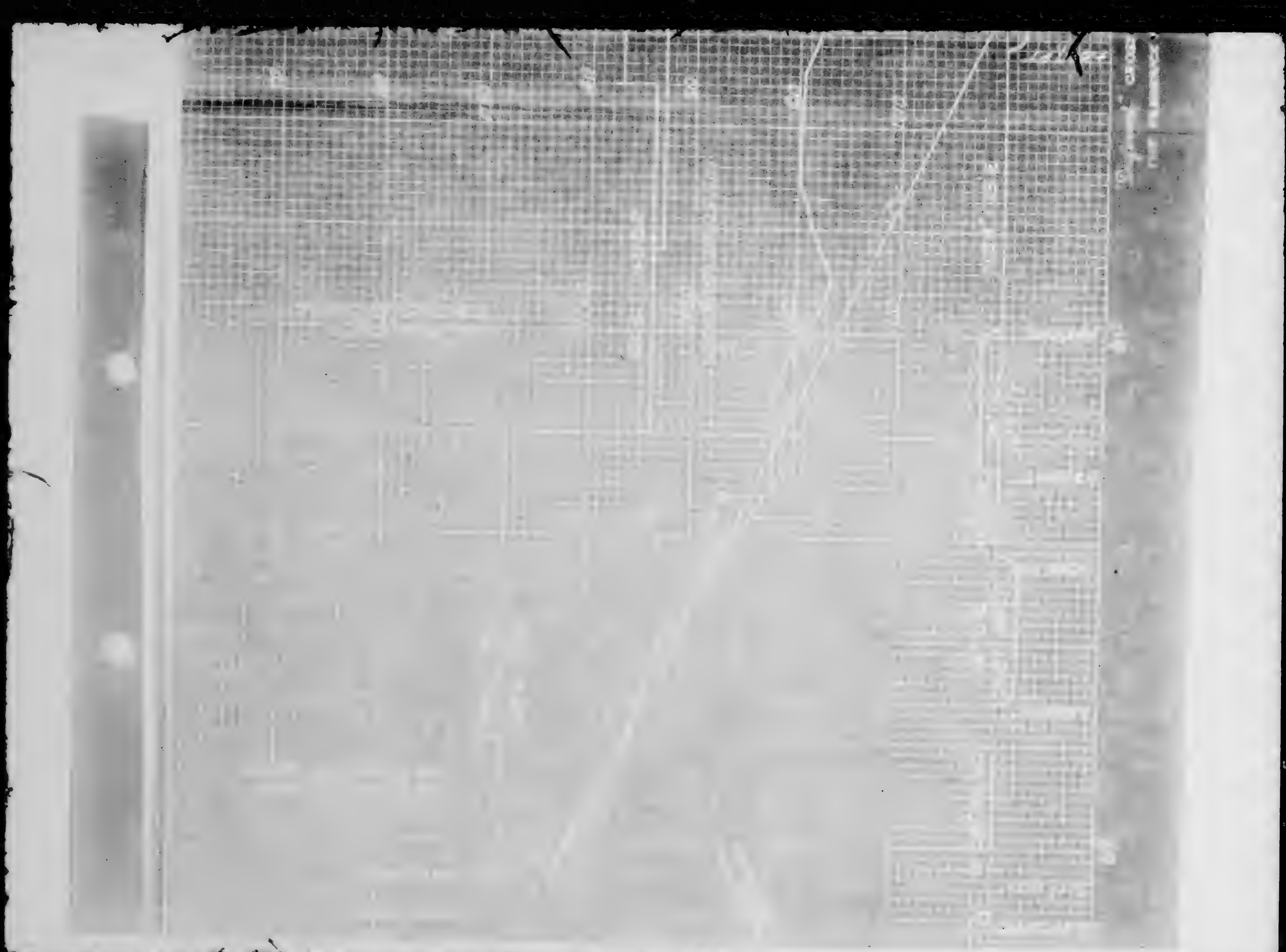
[illegible] realize [illegible] the [illegible] it may be [illegible] that [illegible]"; [illegible] of this vital [illegible]; [illegible] right [illegible]; [illegible] opportunity [illegible] and [illegible] for all concerned but we [illegible], and [illegible] Commission to the most advisable [illegible] necessity of [illegible] public [illegible] for all time. Survey [illegible] will serve [illegible] it may [illegible] our [illegible].

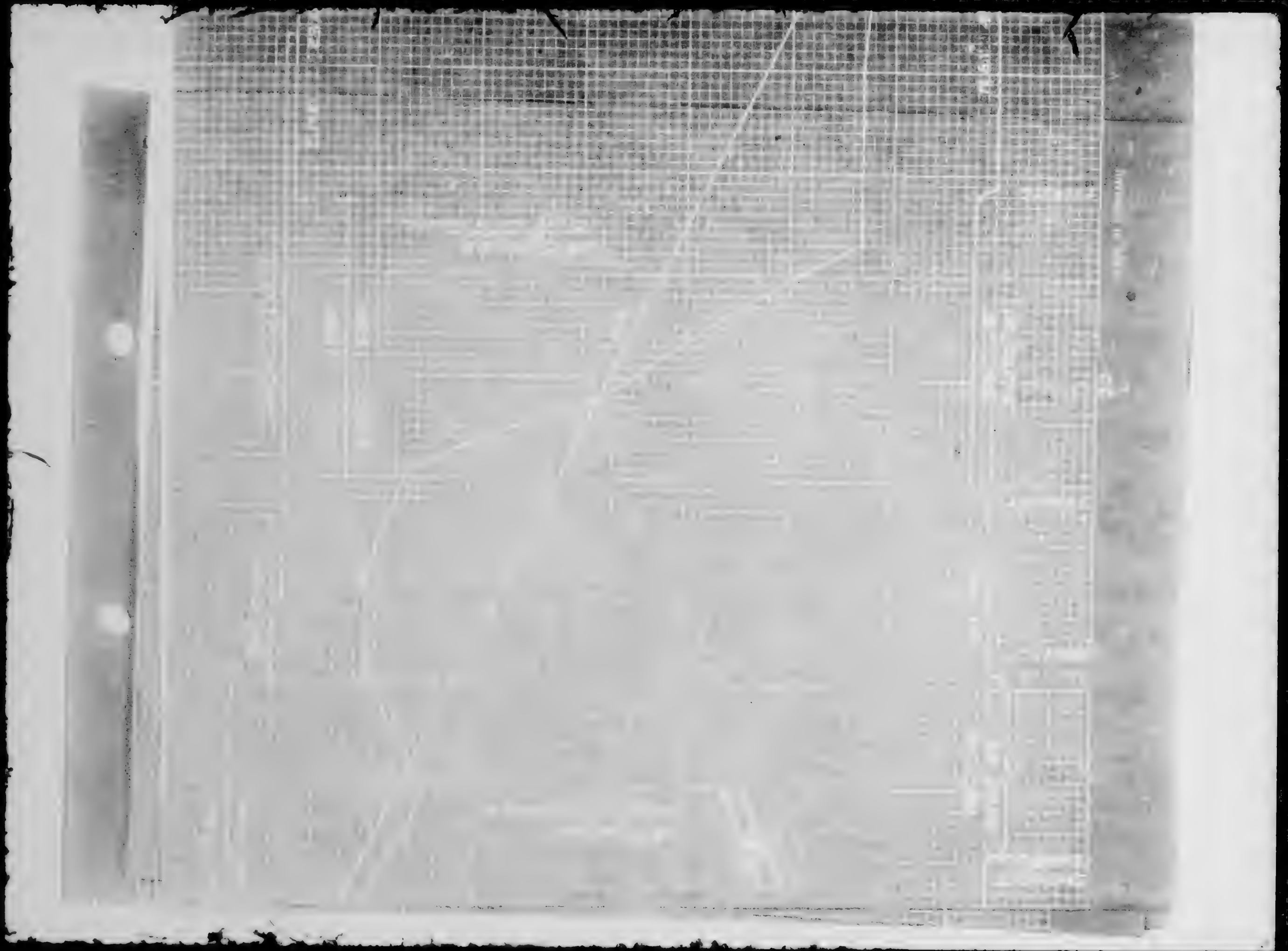
Very truly yours,

B. Shadrick

[illegible]

Mr. Klein.
Mrist in this J Klein.
Wanger agrees I think. I did not acknowledge
Fund





STATE ..... Oregon .....

PROJECT NO. 101
(Not to be filled in.)

FORM P R 1
BUREAU OF PUBLIC ROADS
U. S. DEPT. OF AGR.

PROJECT STATEMENT

AS REQUIRED BY

FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916, AND AMENDED BY ACT APPROVED FEBRUARY 28, 1919.

(Date) ..... August 5, 1923. .....

THE SECRETARY OF AGRICULTURE,
Washington, D. C

SIR:

The State of ..... Oregon ....., pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat. 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder,

does hereby submit by its ..... State Highway Commission .....
constituting the State Highway Department of said State, this project statement for the rural post road herein described, which it is proposed to construct under the provisions of said Act and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Act. The work

will be done under the direct supervision of the State Highway Department under authority of ..... Chapter .....

..... 81, Laws of 1920. .....
(Cite statutes and resolutions or orders giving Highway Department jurisdiction.)

....., in strict conformity to the provisions of the said Act and to said

Rules and Regulations. After construction of the said road it will be properly maintained by ..... State Highway .....

Department assumes responsibility for maintenance. .....

1. Local name of road ..... Deschutes River Crossing Section of The Dalles-California Hwy. .....
2. Located between ..... Tygh Valley ..... and ..... Criterion ..... , County of ..... Wasco .....
3. Points of beginning and ending ..... From the south end of P. P. Project No. 88, ...

South to a point 6.68 miles south of the Deschutes River Bridge at Maupin .....

4. Length in miles (gross) ..... 13.68 ..... (net) ..... 13.68 .....

NOTE.—In preparing the Project Statement attention is directed to the Rules and Regulations. In all cases a sketch plan shall accompany statement.

8—4256

5. Miles of project used as post route _____; miles not used as post route _____

6. If a major portion of the project is not a post route, or if the project is not a "connecting link," give the facts showing the general status along the entire project as follows: Whether the country is thickly or sparsely settled; if the latter, the probability of increased settlement; the purposes for which the contiguous lands are used, their fertility and general character; whether desired for and capable of more intensive development; and such further facts as will tend to show the general character of the community in which the road is located and the need for and desirability of constructing or improving the same.

(Use additional sheets, if necessary, and indicate the sections referred to by same letters as on sketch map.)

7. Places on the project having a population of 2,500 or more as shown by the latest Federal census and mileage of each [redacted]

8. Tolls collected on roads or bridges on this project, if any [redacted]

9. Is project part of State's five-year program heretofore submitted? [redacted]

10. Purpose project will serve and relation it bears to the road system of the State. (See Reg. 3, Sec. 1, and Reg. 4, Sec. 1.) Portion of The Dalles-California Highway. Secondary Highway on Federal Aid System.

11. Improved roads adjacent or contiguous and type of each Post Road Project 88 on north unimproved earth on south

(Give distinguishing marks to identify on sketch map.)

12. Through traffic, approximate average daily number of (*a*) trucks 1, (*b*) passenger motor vehicles 20, and (*c*) horse-drawn vehicles 5

13. Local traffic, approximate average daily number of (*a*) trucks 2, (*b*) passenger motor vehicles 60, and (*c*) horse-drawn vehicles 5

14. Description and present condition of traveled way Unimproved earth road.

15. Proposed width of surfacing 18; feet between ditches 24; approximate maximum gradient 5 per cent.

16. Proposed type of construction Grading

17. Location, nature, and extent of deposits of local materials suitable for use on this project Final investigation of surfacing materials not made
(Where practicable show by distinguishing marks on sketch map.)

18. Location and length of each bridge to be built or rebuilt requiring a length of more than 20 feet It is proposed to repair and strengthen the existing bridge at Maupin and thereby secure several
(Designate each by the same distinguishing marks as on sketch map.)
years use of the existing structure. The construction of a new bridge at the present time is not considered as being economical.

19. State's share of cost of construction will be provided by State
(State or (and) county.)

20. Amount of funds which are / will be available for construction: (a) State 98,894.00 and any additional amounts required. Sale of bonds authorized.

RESOLUTION

In view of the fact that the State Highway Commission was authorized by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United St

17. Location, nature, and extent of deposits of local materials suitable for use on this project Final investigation of surfacing materials not made

(Where practicable show by distinguishing marks on sketch map.)

18. Location and length of each bridge to be built or rebuilt requiring a length of more than 20 feet It is proposed to repair and strengthen the existing bridge at Maupin and thereby secure several years use of the existing structure. The construction of a new bridge at the present time is not considered as being economical.

(Designate each by the same distinguishing marks as on sketch map.)

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(State or (and) county.)

20. Amount of funds which are / will be available for construction: (a) State 98,894.00 and any additional amounts required. Sale of bonds authorized.

RESOLUTION

In view of the fact that the State Highway Commission was authorized by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways;

IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 237 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties for which a suitable contract will be entered into, will be sufficient to maintain all state roads constructed by the State Highway Commission or jointly by the Commission and the Federal Department of Agriculture, as provided for in the Federal Aid Road Act; and

BE IT RESOLVED, that the state assumes responsibility to the Federal Government for the proper maintenance of all highways constructed in cooperation with the Federal Government under any federal act providing for cooperative road construction, the state to make whatever arrangements with the various counties it may deem necessary to meet this obligation in accordance with the laws of the State of Oregon and the Federal Aid Road Act, and any other Federal Law that may have been, or may be, enacted to further road improvement in the State of Oregon.

I, Roy A. Klein, duly appointed Secretary for the Oregon State Highway Commission, hereby certify that the above resolution was unanimously adopted by the Oregon State Highway Commission, at its regular meeting held at Salem, Oregon, on August 7, 1917, all members being present and voting, and at a special meeting held in Portland on September 25, 1917, a majority being present and voting, when an amendment was made to the original resolution to make it read as above.

Roy A. Klein

Secretary.

22. List of certified copies of resolutions or orders, if any, attached hereto or previously submitted, by State Highway Department respecting the State funds which are or will be available for construction

23. List of attached or previously submitted certified copies of resolutions or orders by the county or other local subdivision of the State respecting the funds which are or will be available for construction and maintenance. (See Sec. 5, Reg. 4)

24. List of forms of the contract and of the contractor's bond attached hereto or previously submitted and proposed to be used in connection with this project State Highway Department standard forms of contract and bond.

25. Reconnaissance estimate of cost of project:

Made by ..... Date ....., 19....

Approximate Quantity.	Unit.	Item.	Price.	Amount.
	Cu. yds.	Excavation, ...% rock		
	Sq. yds.	Surfacing of		
All Required		Clearing and Grubbing		500 00
90,000	Cu. Yds.	Common Excavation	35	34,500 00
9,000	" "	Intermediate Excavation	50	4,500 00
38,000	" "	Solid Rock Excavation	1 25	47,500 00
67,000	Sta. Yds.	Overhaul	05	3,350 00
		Structures of 20′ span or under		
		Structures over 20′ span		
2,450	Lin. Ft.	Other items 18" Culvert Pipe	1 50	3,975 00
1,180	" "	18" " "	2 50	2,950 00
150	" "	24" " "	3 50	525 00
120	Cu. Yds.	Class "C" Concrete	20 00	2,400 00
2,340	Lin. Ft.	Guard Fence	1 00	2,340 00

Length, 13.68 miles.

Cost, $ 8,325.57 per mile.

Subtotal	106,540 00
10% Engineering and Contingencies	10,654 00
Total	117,194 00

This estimate approved by:

S. H. Probert

Office Engineer

(Title)

26. Amount of Federal aid desired $ 15,000.00

(State in lump sum or percentage, but not both.)

8—4256

27. Payment desired on completion or as work progresses As work progresses

28. Official, officials, or depository authorized by State law to receive public funds of the State or county and designated by the State Highway Department to receive Federal funds for this project Treasurer of the State of Oregon, Salem, Oregon.

29. Additional remarks It is desired that this be made a two phase project with regard to the surfacing. It is improbable that any surfacing will be done before June 30, 1934, and it does not seem desirable to include this surfacing in the present estimate.

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

Oregon State Highway Commission
(Official title of Highway Department.)

By _____

Chairman
(Title of officer.)

By _____

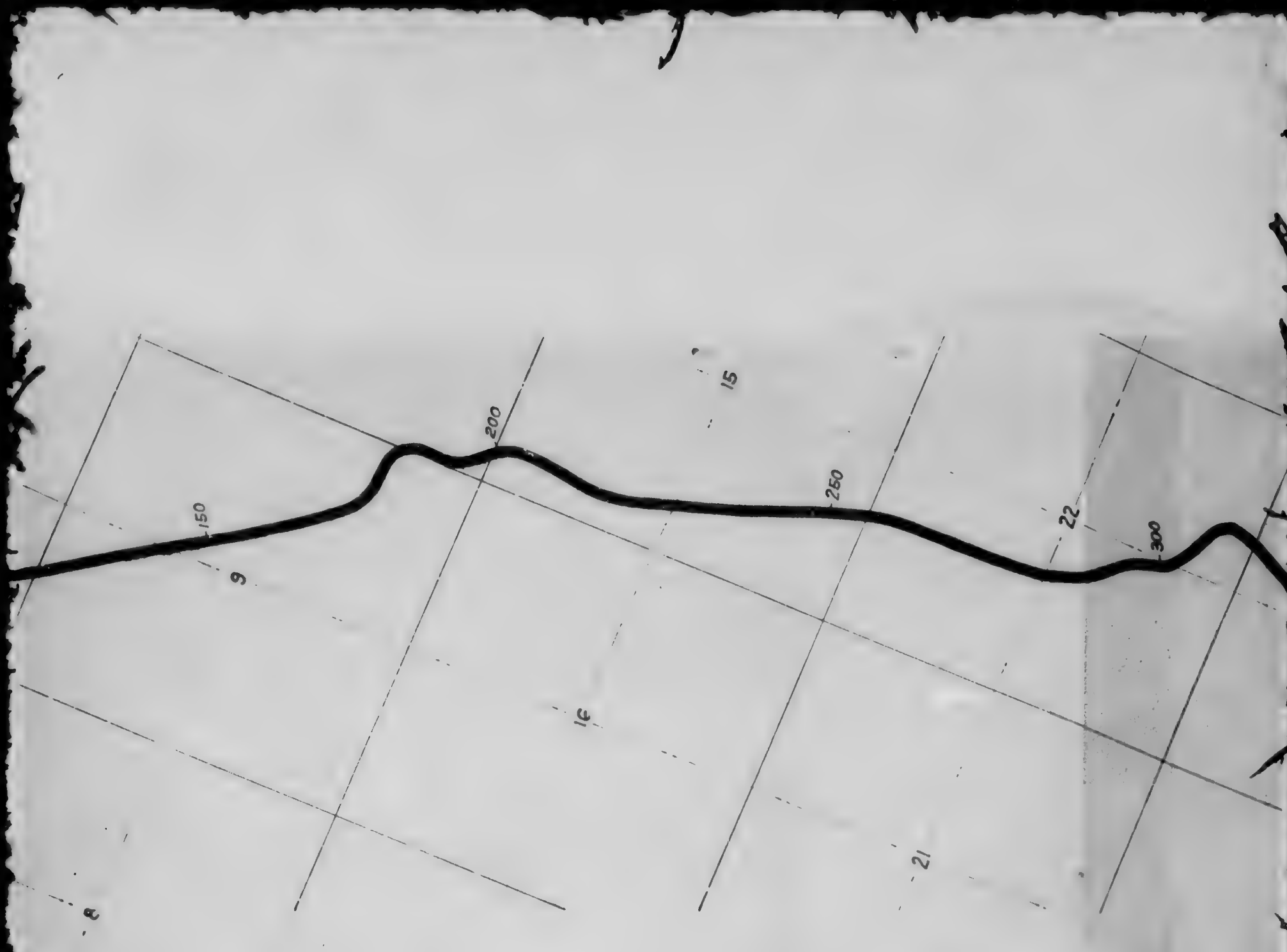
Commissioner
(Title of officer.)

By _____

Commissioner
(Title of officer.)

30
250
25
300
24
23
350
14
13
18
13
Beginning of Project
Sta. 369+54.4
Quarry Site
Sta 385
To The Dalles

MAUPIN
Bridge not included in Proj
Quarry
Quarry Site
Sta 160 +
29
30
31
32
36
25
250
200
150
100
50
5
6
7



OREGON STATE HIGHWAY DEP

SKETCH MAP ACCOMPANYING

OREGON PROJECT STATE

DESCHUTES RIVER CROS

THE DALLES - CALIFORNIA

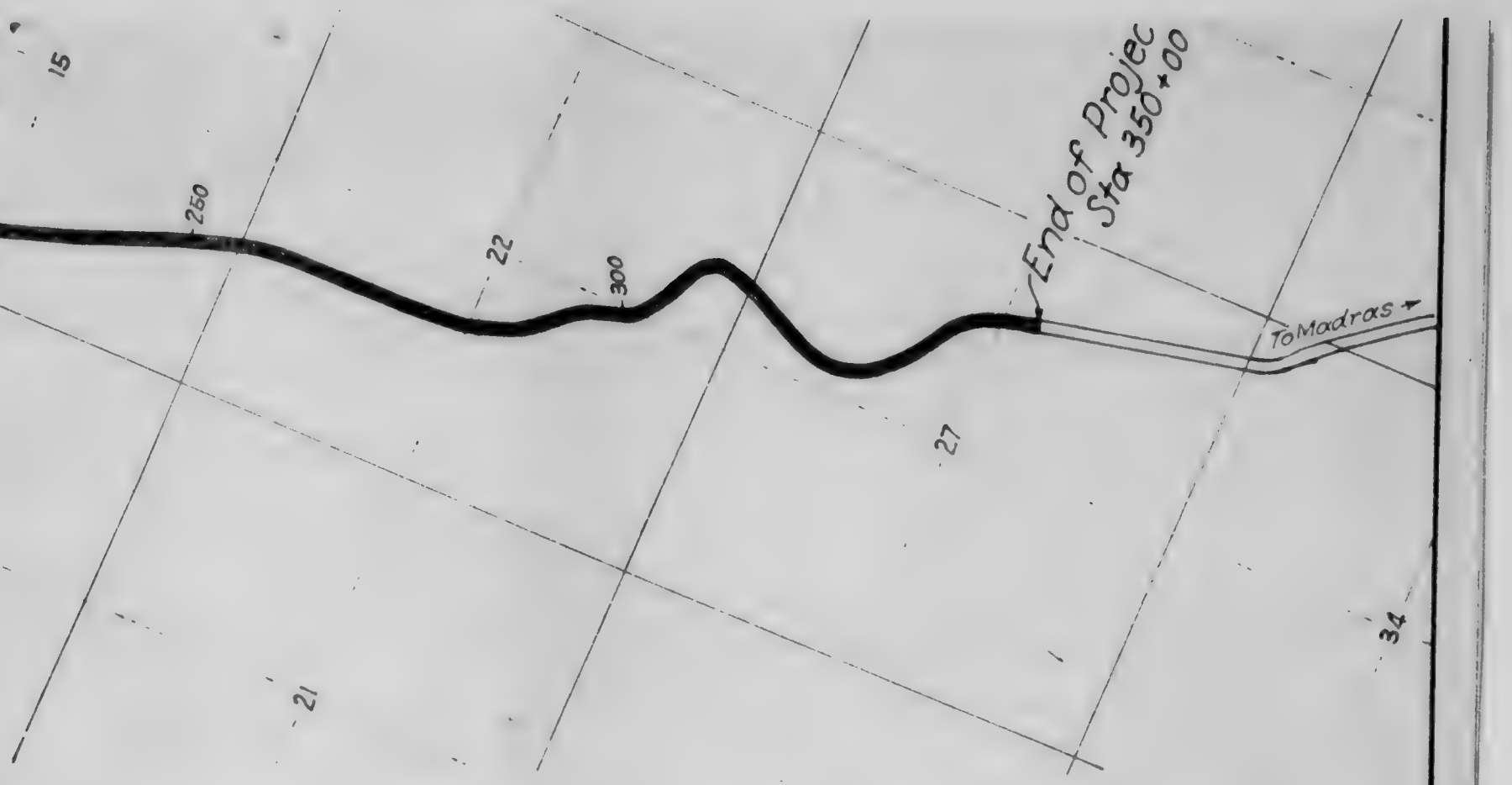
WASCO COUNTY

APPROXIMATE SCALE 1 IN =

LEGEND

COMPLETED IMPROVEMENTS

FEDERAL AID PROJECT



OREGON STATE HIGHWAY DEPARTMENT

SKETCH MAP ACCOMPANYING

OREGON PROJECT STATEMENT NO. 101

DESCHUTES RIVER CROSSING SECTION

THE DALLES - CALIFORNIA HIGHWAY

WASCO COUNTY

APPROXIMATE SCALE 1 IN = 2000 FT

FORM 8A 31788 SM-6-28

WILLIAM DUBY, BAKER, CHAIRMAN
H. [illegible]AN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

PR #101

[illegible]

Aug. 7, 1923.

Mr. C. W. Wenzer,
Division Engineer,
The Dalles, Oregon.

PR #101

Dear Sir:

As the Deschutes River Crossing Section of The Dalles-California Highway is to be improved as a Federal Aid project, it will be necessary that we prepare the usual 100' scale Federal Aid plans for this project.

We find that we have the 100' scale detail maps for the portion of this project which is south of Maupin, but we do not have the 100' scale maps for the section between Maupin and the south end of the Tygh Valley Section. According to our records, the maps for this last named section were sent to Mr. Peck, along with the maps for the Tygh Valley Section. We request, therefore, that you have Mr. Peck return these maps to us.

ROY A. KLEIN,
State Highway Engineer.

By

Office Engineer.

SEP:ER

CONTRACT #699

SEE:

CONTRACT #631

699 SEF: Contract 631

CONTRACT #700

PR 99 Ontario-Idaho Bridge 1923-1925

700

09-99

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM May 6, 1925.

IN YOUR REPLY PLEASE
REFER TO FILE NO. .....

ATTENTION: .....

Mr. R. A. Klein,
State Highway Engineer,
O f f i c e.

NOTED
State Highway Engineer

Dear Sir:-

I am sending you herewith final estimate release for the Snake River bridge.

I wish to call your attention to the very close agreement between the original estimate and the final completed cost. The original estimate was $134,295.00. The final cost, after deducting the concrete pavement on the approach fills (which was done at a cost of $496.40) amounts to $134,155.36, making a total underrun of $139.64 or a difference of about one-tenth of one percent.

We are hanging this up as a mark to shoot at and are going to try to see on how many jobs we can beat this record.

Very truly yours,

Bridge Engineer.

CBMcC:RP
Incl.

099-99

STATE HIGHWAY COMMISSION

May 4, 1925.

[illegible] & Deposit Company of Maryland.
Clarence E. Porter, Agent,
Gasco Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway contract No. 700 for the construction of a bridge over Snake River in Malheur County on the Old Oregon Trail has been completed by the contractors, Portland Bridge Company and that final settlement will be made by the State with said contractors for work done under said contract on or after May 14th, 1925.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Gleisner,
Chief Clerk.

Dict. by J. McFarland.

FORM 3 25752 1924-5-24

WILLIAM DUBY, BAKER, CHAIRMAN
M. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

09-99

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

NOTED

State Highway Engineer

La Grande, Oregon,
January 28, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

JAN 30 19[illegible]

Approach to Snake RiverBridge on Idaho side.

Dear Sir:

Herewith vàluminous correspondence in regard to a seemingly unimportant matter that has been apparently magnified in the estimate of Mr. H. W. Gregory, Director of Highways in Idaho.

To refresh your memory advise that on January 14th Mr. Gregory addressed a letter to the Highway Commission in regardto the apparent lack of attention to the performance of the surfacing of the Weiser and Payette spurs to the Old Oregon Trail. Per your request I replied to him under date of January 21st, sending a copy of the letter to you, stating that we would make every effort to proceed with the completion of these projects congruent with weather conditions. Mr. Gregory replied to this communication on January 22nd, in which he stated that "As soon as I can be definitely assured that the necessary steps are being taken by Contractor Storm relative his crushing plants we will immediately institute advertising and letting by contract of Federal Aid Project No. 94, making the connection with the Ontario bridge. A reply when you have such information will be appreciated."

Now it would seem to me that it should be beneath the dignity of an official occupying the position he does to indulge in petty politics of this nature. There has been much local opposition by the residents of Weiser and Payette to the Ontario connection, and seemingly Mr. Gregory, in view of his actions in the past, is not very anxious to proceed with this approach in spite of the agreement with the Oregon Highway Commission and the Bureau of Public Roads. I was rather surprised that he would endeavor to use the completion of this Ontario connection as a club to force us to expedite the surfacing of the Weiser and Payette spurs.

Personally, in accordance with my general policy, I have refrained from mixing with local matters of this nature, and assure you that I have and will require Mr. Storm to proceed with the work with the utmost dilligence in the prosecu-

...SWAINBANK
...PORTLAND
...ONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

tion of his contract. Unfortunately, Storm is not a very competent man, and I know you will realize that I have had some difficulty in getting him to speed up the work on these projects. However, in the present contingency he is helpless on account of the adverse weather conditions. There has been from eight to fourteen inches of snow on the ground in this vicinity for the past ~~three~~ two months, and this condition together with the deep frosts renders it impossible to prepare the subgrade irregardless of Storm's setup on the bank of the Snake River. Storm has voluntarily agreed to place another plant on the Weiser connection and operate both plants simultaneously. I cannot see that he could do anything further to expedite his contract.

You may think that I have needlessly used a rather sarcastic tone in replying to Mr. Gregory, but I think he has merited some action by his dictatorial methods in this connection. I would suggest that unless Mr. Gregory sees fit to proceed with the construction of the Idaho approach that the matter be presented to Mr. Hughes of the Bureau of Public Roads, as the Bureau is a party to the project, and has participated in the bridge construction on both the Idaho and Oregon sides.

Ordinarily I would dismiss the incident without further comment but in the present instance the Idaho approach is very hazardous and I do not believe the traveling public should be made to suffer through the capricious actions of the Idaho administration.

Very truly yours,

R H Baldock

Division Engineer.

RHB V

Incls.

La Grande, Oregon,
January 28, 1925.

Mr. H. W. Gregory,
Director of Highways,
Boise, Idaho.

RECEIVED
JAN 30 1925
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:

I was very much surprised to note in your communication of January 22nd, with reference to the grading of the Weiser and Payette Spurs to the Old Oregon Trail, that you considered it necessary to withhold advertising for bids on Federal Aid Project No. 94, which is to make connection with the Ontario bridge, until such time as you can be definitely assured that the necessary steps are taken by Contractor Storm to proceed with the surfacing of those projects. I considered that our correspondence was relative to the resumption of the surfacing operations on the Weiser and Payette spurs, and did not know that you had connected it with Federal Aid Project No. 94. Personally I see no connection. Moreover, I assured you in my communication of January 21st that Contractor Storm would proceed with the work as soon as weather conditions would permit, and cannot see what further assurance you could desire. The weather conditions are not under our control.

It would appear to me to be a rather petulant policy to withhold the much needed improvement of the approach to the Snake river bridge. The bridge cost the Federal Government, and the states of Idaho and Oregon in cooperation, a total of approximately $135,000, and the people should be in a position to fully realize on this investment as soon as possible. Furthermore, there is a very definite hazard to the travelling public in operating over the detour which you have provided on the approach from the Idaho side, and it would seem to me that you would make every effort to eliminate this danger.

I trust you will see fit to change your plans in this regard and assure thatthat, as in the past, this Department will give you every cooperation possible.

Very truly yours,

RHB V
cc Wm. Duby
cc Roy A. Klein.

Division Engineer.

La Grande, Oregon,
January 28, 1925.

Mr. H. W. Gregory,
Director of Highways,
Boise, Idaho.

RECEIVED
JAN 30 1925
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:

I was very much surprised to note in your communication of January 22nd, with reference to the grading of the Weiser and Payette Spurs to the Old Oregon Trail, that you considered it necessary to withhold advertising for bids on Federal Aid Project No. 94, which is to make connection with the Ontario bridge, until such time as you can be definitely assured that the necessary steps are taken by Contractor Storm to proceed with the surfacing of these projects. I considered that our correspondence was relative to the resumption of the surfacing operations on the Weiser and Payette spurs, and did not know that you had connected it with Federal Aid Project No. 94. Personally I see no connection. Moreover, I assured you in my communication of January 21st that Contractor Storm would proceed with the work as soon as weather conditions would permit, and cannot see what further assurance you could desire. The weather conditions are not under our control.

It would appear to me to be a rather petulant policy to withhold the much needed improvement of the approach to the Snake river bridge. The bridge cost the Federal Government, and the states of Idaho and Oregon in cooperation, a total of approximately $135,000, and the people should be in a position to fully realize on this investment as soon as possible. Furthermore, there is a very definite hazard to the travelling public in operating over the detour which you have provided on the approach from the Idaho side, and it would seem to me that you would make every effort to eliminate this danger.

I trust you will see fit to change your plans in this regard and assure that, as in the past, this Department will give you every cooperation possible.

Very truly yours,

R. H. Baldock

Division Engineer.

RHB V
cc Wm. Duby
cc Roy A. Klein.

La Grande, Oregon,
January 28, 1925.

Mr. N. W. Gregory,
Director of Highways,
Boise, Idaho.

RECEIVED
JAN 30 1925
STATE HIGHWAY COMMISSION

Dear Sir:

Division Engineer Baldock of La Grande has referred your letter of January 22nd to me for comment. To say the least I am surprised at your attitude in this matter. It would indicate to me that you are simply playing petty politics. Our organization is not a political organization, nor are we playing politics in any sense of the word, and as I see the situation now I deem it necessary to take the matter up with Mr. Hughes, not that we feel the connection cannot or will not be built for we have a definite understanding with Malheur county and the City of Ontario that if Idaho did not or would not construct the connection necessary on the Idaho side to the Ontario bridge that the above mentioned municipality would build the connection.

I do not feel it is just that those people should bear this expense. At one time I had the assurance by one of your officials that this work would be consummated by the time the bridge was completed but up to date there has been nothing done.

Now the Governor of Oregon assumes that we, the Oregon State Highway Commission, are competent to handle the highway program of Oregon without interference from outside sources. I will say for your information that we are just as much interested in the Weiser and Payette connections as Idaho, but we are not asking the contractor to do the impossible, and if you are able to advise us as to what the weather conditions will be in the near future we may be able to advise you when the work will be resumed, otherwise we feel compelled to be governed by weather conditions.

Very truly yours,

TDV

Chairman Oregon State Highway Commission.

La Grande, Oregon,
January 28, 1925.

RECEIVED
JAN 30 1925
STATE HIGHWAY COMMISSION

Mr. Geo. K. Aiken,
Ontario, Oregon.

Dear George:

I herewith inclose copy of a letter from Mr. H. W. Gregory, Director of Highways for the State of Idaho, which is self explanatory.

I wish to say that Mr. Baldock wrote Mr. Gregory a letter under date of January 21st assuring him that as soon as weather conditions would permit that Mr. Storm the contractor would resume operations with two crushing plants on the Weiser and Payette connections, and this letter from Mr. Gregory is the result. I consider it a gross insult and I would not blame Mr. Baldock for telling Mr. Gregory that that is the way he feels about it.

Now George, if there is nothing done in the near future by Idaho to construct this connection I feel that it is obligatory upon the City of Ontario and the County of Malheur to carry out their agreement or see that the State of Idaho does the work, and I must insist that it be done in the near future.

I wish to assure you that we will use every endeavor to complete both the Weiser and Payette connections at the earliest possible time.

With kindest personal regards, Iaam

Very truly yours,

WD V

Chairman.

Copy

STATE OF IDAHO
DEPARTMENT OF PUBLIC WORKS
Wm. J. Hall, Commissioner
Office of Director of Highways

Boise
January 22, 1925.

RECEIVED
JAN 30 1925
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock, Division Engineer
Oregon State Highway Commission
La Grande, Oregon

Dear Sir: F.A.P. No. 94 Ontario Bridge Approach

Referring to your letter of January 21st, I note in your second paragraph you state that you have communicated with Contractor Storm and that he has advised you that he expects to put two plants in operation, a new one at Weiser and the present one at Payette. It would appear to me to be advisable for the contractor to take care of the set-up on the new plant at as early a date as possible, since I believe that within thirty days or so we can reasonably expect to handle work of that character and surfacing could be resumed. It, of course, is of interest to us to note that your state maintenance forces are taking over these two connections at Weiser and Payette, and I sincerely trust that the road conditions will be better than they were this past fall and winter.

As soon as I can be definitely assured that the necessary steps are being taken by Contractor Storm relative his crushing plants we will immediately institute advertising and letting by contract of Federal Aid Project No. 94, making the connection with the Ontario Bridge.

A reply when you have such information will be appreciated.

Very truly yours,

H. W. Gregory
Director of Highways

HWG:B

Copy

La Grande, Oregon.
January 21, 1925.

RECEIVED
JAN 30 1925
STATE HIGHWAY COMMISSION

Mr. H. W. Gregory,
Director of Highways,
Boise, Idaho.

Dear Sir:

Your communication of January 14th, addressed to Mr. Roy A. Klein, State Highway Engineer, Salem, Oregon relative to the Weiser and Payette connections to the Old Oregon Trail, has been referred to me for answering.

Please be advised that construction of the projects above referred to was discontinued by reason of the extremely adverse weather conditions, which, as you know, have been manifest in this section for sometime past. I have communicated with Mr. Storm, the contractor, and he advised me that he expects to put two plants in operation, a new one at Weiser and the present one at Payette. Ordinarily high water does not rise in the Snake River until about June so he should be able to complete with the present plant at Payette before that time. Mr. Storm will start operations just as soon as weather conditions permit. I would not hazard an opinion as to when the work will start because it is too uncertain.

With regard to your apprehensions as to the condition of the roads at such time as the frost goes out from the ground, advise that I have instructed Mr. H. G. Smith, our maintenance engineer at Ontario, to give these roads special attention in the way of blading, dragging, filling the holes with gravel, etc., whenever conditions merit this maintenance. I feel sure that with this special work the traveling public will not be inconvenienced to anything like the extent they were last year. Prior to this year these sections were county roads and not cared for by our maintenance forces.

You may rest assured that we will compel Mr. Storm to expedite the work in every way possible.

Very truly yours,

R. H. Baldock,
Division Engineer.

RHB V

Copies to:
William Duby
Roy A. Klein
H. G. Smith
W. J. Storm

RE 99

Mr. E.V. Gregory,
Director of Highways,
Boise, Idaho.

January 15, 1926

Dear Sir:

Herewith we are returning to you three signed copies of voucher claiming payment of $30,000 from Idaho Federal funds, on account of the construction of the Snake River Bridge at Ontario, Oregon-Idaho Federal Aid Project No.99.

This payment covers the total cooperation of the State of Idaho on the construction of the structure.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

Dict. By J.W.DeSousaL
Enc.

cc

BUREAU OF CONSTRUCTION
BUREAU OF HIGHWAYS
MOTOR TRANSPORT

C. C. MOORE, GOVERNOR

BUREAU OF SUPPLIES
CAPITAL BUILDING
HEYBURN PARK

STATE OF IDAHO
DEPARTMENT OF PUBLIC WORKS

WM. J. HALL, COMMISSIONER

OFFICE OF DIRECTOR OF HIGHWAYS
BOISE

P.R.99

January 12, 1925

Mr. Roy A. Klein, Engineer,
Oregon State Highway Department,
Salem, Oregon.

Dear Sir:

We are enclosing vouchers for signature by your Department, covering Idaho's share of the cost of the Ontario Bridge, F. A. P. # 99, in the amount of $30,000.00 even money.

Upon receipt of these vouchers properly signed on line marked claimant we will immediately file with the State Auditor for payment.

The fourth, or blue copy, may be kept for your files.

Yours very truly,

H. W. GREGORY,
Director of Highways

By
Accountant.

1...

...dvanced, supplies furnished and services rendered other than covered

...ense, money advanc...

Boise ..... Idaho, ... Jan 12 ....., 192..5

State of Idaho, Dr.

OREGON STATE HIGHWAY COMMISSION

To.....

SALEM, OREGON

.....

Post office address of claimant.

DEPARTMENT OF PUBLIC WORKS, BUREAU OF HIGHWAYS.
Note.—Before filling out claim, see instructions on back. This form may be used where inconvenient to carry employe on regular payroll blank. This form to be used by all persons, firms, corporations or employees other than State Officers.

To reimburse Oregon State Highway Commission for expenditures on Ontario Bridge F. A. # 99 in accordance with Agreement dated March 12, 1923 between Oregon and Idaho, also agreement with Bureau of Public Roads executed by Secretary of Agriculture, U.S., October 2nd, 1924. Idaho to contribute $30,000.00 from her apportionment of Federal Aid funds. Idaho received cash from U.S.B.P.R. Dne Oregon State Highway Department hereon	30,000.00

State of Idaho

VOUCHER

No.....

CLAIM OF

.....

For .....

PUBLIC WORKS DEPARTMENT
State Highway Appropriation

Amount, $.....

Filed .....

Referred .....

Paid by Warrant No.....

APPROVED IN THE ABOVE AMOUNT

.....
Governor.

.....
Attorney General.

.....
Secretary of State.

To reimburse Oregon State Highway Commission for expenditures on Ontario Bridge F. A. # 99 in accordance with Agreement dated March 12, 1923 between Oregon and Idaho, also agreement with Bureau of Public Roads executed by Secretary of Agriculture, U.S., October 2nd, 1926. Idaho to contribute $30,000.00 from her apportionment of Federal Aid funds.

Idaho received cash from U.S.B.P.R. — 30,000.00

Due Oregon State Highway Department hereon

Correct..... Accountant
xxxxx Engineer.

I hereby certify that each item of the above account is correct and just; that the money expended

Here insert supplies, merchandise, services, travel expense, money expended, as the case may be.

were actually expended

Rendered, furnished or expended.

for the State of Idaho as itemized, and that I have not received payment therefor.

OREGON STATE HIGHWAY COMMISSION

By ..... Claimant.

I hereby certify that the above account is correct and just; that each item for travel, services, supplies or money expended was undertaken, performed, rendered, furnished or advanced under competent orders and that the same was necessary in the public service; that such services and travel were actually rendered as charged; that the supplies charged for have been actually received in number and amount as charged; that the rate of pay of claimant as above set forth has been lawfully fixed by proper authority; that the purpose for which said travel was undertaken was in connection with work upon the State Highways.

Director of Highways. Commissioner of Public Works.

I hereby certify that the above account is in proper form, that the totals carried thereon are correct, that the receipted vouchers showing the payment of all items for which reimbursement is asked are submitted therewith, and that there are funds in the State Treasury or balance in the appropriations out of which the same may be lawfully paid.

....., State Auditor.

By....., Deputy.

#700-23-PE

R799

January 12th, 1925.

The Fidelity & Deposit Company of Maryland,
Clemens, White & Coleman, Agents,
Gasco Bldg.,
Portland, Oregon.

Gentlemen:

Referring to the matter of the claim of Malheur County against the Portland Bridge Company, which was the subject matter of our letter of January 8th, we wish to request that you hold up any action which you may desire to take in the matter, until you learn the result of our investigation.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:ER

CC to The Portland Bridge Company,
Yeon Bldg.,
Portland, Oregon.

PORTLAND BRIDGE CO.
ENGINEERS AND BUILDERS OF
Bridges, Foundations and Metal Structures
YEON BUILDING

Portland, Oregon,
January 9, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

A copy of your letter under date of January 8th to the Fidelity & Deposit Co. received this morning.

Evidently you were not fully informed concerning this lumber as we took no action in regard to disposing of this lumber until we had gotten instructions from the bridge department of the State Highway Commission. You, no doubt, will hear from them in due time and be informed that we did not over-step any of our rights by disposing of the lumber as we did.

Yours truly,
Portland Bridge Co.

By

REM:BW
CC FIDELITY & DEPOSIT CO.

their word with us, we would by inference [illegible] very careless in accepting their verbal order as meaning anything without getting a signed written confirmation from them.

As the letter was signed by someone that I do not recall ever having any dealings with, I am inclined to think that the party who wrote the letter was entirely ignorant of everything connected with the transaction with the possible exception of the claim which the county filed with the highway department. Even if Mr. Glaisyer, however, knew nothing about this transaction except a claim having been filed by Malheur County, it does seem to us that he would have done one of two things, namely, to have learned from those connected with the transaction as to what really took place, or else when transmitting his letter to the surety company (if this was necessary) to carefully state such facts as were necessary and to not write a letter which anyone might interpret that the highway commission thinks we have been stealing lumber. As the matter appears to us, if anyone has sold or stolen lumber, this responsibility will fall on the State for having given us the orders which they did.

The highway commission, through the bridge department, wrote a letter to their representative at Ontario, stating that it was only necessary for us to remove and pile on the highway such lumber as was in good shape, and which in their opinion would be fit for use in the building of new bridges of lumber of a similar nature. Your representative, in the presence of my foreman, advised us that he only considered the stringers as being in first-class condition, and that we could dispose of the other lumber as

PORTLAND BRIDGE CO.

ENGINEERS AND BUILDERS OF

Bridges, Foundations and Metal Structures

YEON BUILDING

PORTLAND, OREGON

January 9, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

A copy of your letter under date of January 8th to the Fidelity & Deposit Co. of Maryland received this morning, and as it has always been our policy to be frank, we wish to state that when we received this letter it created anything but a pleasant feeling.

We were given permission by the bridge department of the State Highway Commission to dispose of the lumber referred to in your letter as we might see fit, and were it not for the fact that the engineers in the bridge department have always kept their word with us, we would be inclined to feel that we have been very careless in accepting their verbal order as meaning anything without getting a signed written confirmation from them.

As the letter was signed by someone that I do not recall ever having any dealings with, I am inclined to think that the party who wrote the letter was entirely ignorant of everything connected with the transaction with the possible exception of the claim which the county filed with the highway department. Even if Mr. Glaisyer, however, knew nothing about this transaction except a claim having been filed by Malheur County, it does seem to us that he would have done one of two things, namely, to have learned from those connected with the transaction as to what really took place, or else when transmitting his letter to the surety company (if this was necessary) to carefully state such facts as were necessary and to not write a letter which anyone might interpret that the highway commission thinks we have been stealing lumber. As the matter appears to us, if anyone has sold or stolen lumber, this responsibility will fall on the State for having given us the orders which they did.

The highway commission, through the bridge department, wrote a letter to their representative at Ontario, stating that it was only necessary for us to remove and pile on the highway such lumber as was in good shape, and which in their opinion would be fit for use in the building of new bridges or lumber of a similar nature. Your representative, in the presence of my foreman, advised us that he only considered the stringers as being in first-class condition, and that we could dispose of the other lumber as

we saw fit.

About half of the lumber that we disposed of we actually gave away, with the understanding that the party to whom we gave it would haul away or burn up the lumber; the other half of the lumber that we disposed of, we sold for a small figure in order to take care of the cost of hauling the same to the bank and of the extra expense we were placed to in taking extra care in removing the same rather than by tearing it up and throwing it all in the river.

As it appears to us, just what we did with the old lumber shouldn't enter into the case, as the lumber was turned over to us by the proper authorities.

We would very much appreciate it if you will extend us the courtesy of sending us a copy of the letter that you sent your representative at Ontario, telling as how to dispose of this lumber, and if you will also give us his name and ask him to please write us a letter confirming what we have just written concerning orders which he gave our foreman.

Possibly you think that we have gone into considerable detail in answering your short letter on this subject, but when letters are being sent out by the highway department, which letters might be interpreted to mean that we were unlawfully disposing of or stealing lumber, then and in that event, we not only feel it our privilege but our duty to make it plain to everyone that such is anything but the truth.

We are not asking you to furnish us with the above two letters referred to in order to clear ourselves in the eyes of the bridge department, but rather that our records concerning our transactions may be complete as they should be, so that in case someone else should bring up this question, that we will be able to show that in disposing of the lumber as we did, that we were acting under orders or permission from the State Highway Department.

An early receipt of the two above referred to letters will be appreciated.

Yours truly,

PORTLAND BRIDGE CO.,

BY_____

REM:BW
CC-FIDELITY & DEPOSIT CO. OF MD., GASCO BUILDING, PORTLAND.
* C. B. MCCULLOUGH, SALEM, OREGON.

January 8, 1925

Fidelity & Deposit Company of Maryland,
c/o Clemens, White & Coleman, Agents,
Cesco Building,
Portland, Oregon.

Gentlemen:

This letter is to advise you as surety on the bond furnished by the Portland Bridge Company in connection with their contract for the construction of the bridge over Snake River at Ontario, that we have today received the notice of the claim of Malheur County against the Portland Bridge Company in amount $584.00 being for lumber sold and carried away from the old Snake River bridge.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

E. L. Gleiser,
Chief Clerk.

EEG:LH
cc. Portland Bridge Company, Yeon Building, Portland, Oregon.

99

COUNTY COURT

January 8, 1925.

Honorable E. H. Test,
County Judge of Malheur County,
Vale, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of the 5th inst. advising us of your claim in amount $504.00 against the Portland Bridge Company and also enclosing an executed copy of agreement with the Highway Commission for the construction of the remaining section of the John Day Highway in Malheur County.

In connection with your claim against the Portland Bridge Company, will say that our usual practice in handling matters of this kind is to advise the surety on the bond furnished by the contractor of the existence of the claim, and we suggest that you do this also. No doubt you will secure satisfaction from the surety company in the event that you do not secure it from the bridge contractor.

The surety on the contract of the Portland Bridge Company is the Fidelity & Deposit Company of Maryland, Clemens, White & Coleman, Agents, Cesco Building, Portland, Oregon.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:IM

...RT
...DGE

...RT MEETS THE FIRST
...NESDAY IN EACH MONTH

Civil Proceedings
Commissioners' Proceedings
Probate Court
Juvenile Court

COMMISSIONERS

FRANK M. VINES
GILBERT W. DEAN

Malheur County
Oregon

VALE, OREGON, January 5th, 1925

JAN 7 1925

State Highway Commission,
Salem, Oregon.

Dear Sirs:-

We wish to file the following claim against the Portland Bridge Company, who have constructed the bridge over Snake River near Ontario, for lumber sold and carried away from the old Snake River bridge.

800 plank 3XI2-	I6 feet long,	38400 ft @ I0.	$384.00
Stringers from 2 spans		I9000 "	200.00
	Total		$584.00

filed & allowed
claim & Portland
Bridge mtg.

Yours truly,

E. H. Fear

County Judge.

ANSWERED
H. B. O.

PR 99

November 6, 1924

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing four copies of voucher on the Snake River Bridge, Oregon Project No.99, claiming payment of $37,298.87 from Oregon funds.

We are today forwarding the Idaho Department of Public Works four copies of ~~their~~ voucher claiming payment of $21,313.64 from Idaho funds. A copy of our letter transmitting this voucher is enclosed herewith.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert,
Office Engineer

Dict. by J.W. DeBonne LL
Enc.

cc

PR 99

Mr. E. W. Gregory,
Director of Highways,
Boise, Idaho.

November 6, 1926

Dear Sir:

We have been in receipt of advice from the Portland office of the Bureau of Public Roads, to the effect that the Washington office has refused to make payment on the voucher for $30,000.00, approved and submitted through your office, and have advised us that it will be necessary that we turn in a separate series of estimates claiming only the Idaho pro-rata share of the total work accomplished.

For this reason we are enclosing herewith four copies of voucher claiming $21,313.64 from Idaho funds. We will greatly appreciate having you approve this and forward all four copies to the Bureau of Public Roads, New Post Office Bldg., Portland, Oregon, at your early convenience.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By
S. B. Probert,
Office Engineer

Dict. by J. W. DeSouza /LL

cc-Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

BUREAU OF CONSTRUCTION
BUREAU OF HIGHWAYS
MOTOR TRANSPORT

C. C. MOORE, GOVERNOR

BUREAU OF SUPPLIES
CAPITAL BUILDING
HEYBURN PARK

STATE OF IDAHO
DEPARTMENT OF PUBLIC WORKS

WM. J. HALL, COMMISSIONER

OFFICE OF DIRECTOR OF HIGHWAYS
BOISE

October 23, 1924

PR 99

Mr. Roy A. Klein, State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Klein:

Referring to your letter, File PR-99, which was undated, copy of letter which I am sending today to Mr. Purcell will be evidence of the fact that we have approved voucher for the full amount of thirty thousand dollars ($30,000.00).

I regret very much that there has been a delay in the matter of taking care of this part of the agreement by the state, although, as you know, the first voucher was withheld for payment until such time as the Payette and Weiser connection had been taken care of by your Highway Commission; the voucher, however, which you submitted on September 30 covering the second payment of claim was sent to the Commissioner of Public Works and the delay in approving this was due to his absence from the city, and as you know if you had forwarded this to the Bureau of Highways this could have been taken care of without any question or delay.

As stated before, I regret that this has occurred and sincerely trust that you have a full and complete understanding of the reasons for the delay.

Very truly yours,

H.W. Gregory

H.W. GREGORY
Director of Highways

HWG:B

S H P

October 23, 1924

Mr. C. H. Purcell, District Engineer
Bureau of Public Roads
Portland, Oregon

Dear Sir:

F.A.P. Idaho-Oregon No. 99

There is being sent you herewith the required number of copies of voucher covering the thirty thousand dollars ($30,000.00) allotted from Idaho Funds for the construction of the Ontario Bridge.

Two vouchers were submitted as prepared by the Oregon State Highway Commission for six thousand six hundred eighty five dollars and twenty eight cents ($6,685.28), and later one for the balance of the thirty thousand dollars ($30,000.00). Since it was necessary to withhold the signing of claim for the first estimate of six thousand six hundred eighty-five dollars and twenty-eight cents ($6,685.28) it was felt advisable to include the full amount in one voucher which we have prepared and are sending you herewith.

Very truly yours,

H.W. GREGORY
Director of Highways

HWG:B
CC-Mr. Roy A. Klein

FR 99

Mr. Wm. J. Hall,
Commissioner of Public Works,
Boise, Idaho.

Dear Sir:

On June 10, 1924 we sent to youfor your signature and fowarding to the Bureau of Public Roads, New Post Office Building, Portland, Oregon, a voucher claiming payment of $6,685.28 from Idaho Federal funds on the Snake River Bridge at Ontario, Oregon-Idaho Federal Aid Project No.99.

In your letter of June 19th you advised that you were withholding approval of the voucher pending receipt of advice regarding the status of the Payette and Weiser connections.

On August 30th we advised that the contract for these connections had been awarded and were then being executed, and, on September 30th we sent you a second voucher claiming payment of $23,314.72 from Idaho Federal funds.

In telephone conversation with the Portland Office of the Bureau of Public Roads this morning, we were advised that neither of these vouchers have been received by them and we are at a loss to understand the reason. The construction of the Weiser and Payette connections has been placed under contract in accordance with our agreement with you, and our latest reports from the field advise that the contractors are making very good progress.

Under these conditions it would appear that every effort should be made to expedite approval and forwarding of the vouchers which we have sent to you. The matter is particularly important to us as we are desirous of submitting additional vouchers to the Federal Government claiming payment of Oregon Federal funds on the Snake River Bridge, but are estopped from doing so until such time as the Idaho vouchers have been passed for payment.

We trust that this matter may have your early attention.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

Dict. by J. W. DeSouza LL
cc

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS.
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.....

POST OFFICE BUILDING,
PORTLAND, OREG.

October 16, 1924

P.R #99

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The modified project agreement and certificate have been executed covering Oregon-Idaho project #99, Ontario Bridge. We enclose an original copy each of the agreement and certificate for your files.

Yours very truly,
C. H. PURCELL, District Engineer,

By [signature]
Acting

102

Oregon-Idaho Federal Aid project No. 99.

MODIFICATION OF PROJECT AGREEMENT.

WHEREAS, by that certain project agreement signed on February 18, 1924, by the State Highway Commission of Oregon, and the Department of Public Works of Idaho, and on March 6, 1924, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the construction of that certain bridge described therein and designated as Oregon-Idaho Federal Aid project No. 99; and

WHEREAS, the State Highway Commission of Oregon has stated that the boundary line between the States of Oregon and Idaho is at survey station 31/70, which places 58 per cent of the total length of the structure covered by this agreement in the State of Oregon and 42 per cent in the State of Idaho; and

WHEREAS, the said State Highway Commission of Oregon and the Department of Public Works of Idaho have requested that the pro rata share of the United States payable on the portion of the project situated in the State of Oregon between survey stations 37/25.67 and 31/70 be increased to 61.13673 per cent, and by reason thereof have requested that the Federal funds approved and set aside to the credit of said project be increased from $60,000 to $82,382.07;

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Department of Public Works of Idaho, and the Secretary of Agriculture, that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

"Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates, and the sum of eighty two thousand, three hundred eighty two and 07/100 dollars ($82,382.07) as the share of the United States payable under said act on account of said project, which does not exceed the sum of 61.13673 per cent of the estimated cost of that portion thereof situated in the State of Oregon and 58 per cent of the estimated cost of that portion thereof situated in the State of Idaho."

Paragraph (c) of Article III shall read:

"(c) The amount of Federal Aid set aside by this agreement is eighty two thousand, three hundred eighty two and 07/100 dollars ($82,382.07). It is mutually agreed that of this amount fifty two thousand, three hundred eighty two and 07/100 dollars ($52,382.07) shall be charged against the apportionment of Federal funds made to the State of Oregon, and thirty thousand dollars ($30,000) shall be charged against the apportionment of the Federal funds made to the State of Idaho."

Article IV shall read:

"Article IV. The United States pro rata share of the cost of said project shall not in any event exceed the said sum of eighty two thousand, three hundred eighty two and 07/100 dollars ($82,382.07) certified to the Secretary of the Treasury as above mentioned, being less than the sum of 61.13673 per cent of eighty five thousand, six hundred eighty and 21/100 dollars ($85,680.21), and 58 per cent of sixty two thousand, forty four and 29/100 dollars ($62,044.29), the approved total estimated cost of said project, nor (b) the said percentum of the value of the labor and materials which shall have been actually put into the construction of said project in conformity to said plans and specifications."

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon on the 28th day of August, 1924, the Department

of Public Works of Idaho on the 2nd day of September,

1924, and the Secretary of Agriculture on the 2nd day of

October, 1924.

STATE HIGHWAY COMMISSION OF OREGON

By _____
Chairman, State Highway Commission

By _____
Member, State Highway Commission

By _____
Member, State Highway Commission

DEPARTMENT OF PUBLIC WORKS OF IDAHO

By _____
Commissioner of Public Works

_____
Acting Secretary of Agriculture.

UNITED STATES DEPARTMENT OF AGRICULTURE

OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon and Idaho

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon and Idaho, for the construction of a ~~[illegible]~~ bridge over the Snake River at Ontario, Oregon, and locally known as Snake River Bridge, Malheur County, Oregon, and Payette County, Idaho and designated in the records of this Department as Project No. 99, State of Oregon and Idaho

SECOND. That in accordance with said provisions I have approved the sum of $ 147,724.50 in lieu of $60,000 approved by certificate of March 6, 1924, as the total estimated cost of said project, and the sum of $ 88,634.70 as the share of the United States, payable under said acts on account of such project, which does not exceed the legal pro rata of said total estimated cost.

Done at the city of Washington, this 2nd day of October one thousand nine hundred and Twenty-four, as witness my hand and the seal of the Department of Agriculture.

C. W. Marvin

ACTING *Secretary of Agriculture.*

GOVERNMENT PRINTING OFFICE 8—4529

FORM 8 58758 10M-8-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN,
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

La Grande, Oregon,
October 14, 1924.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Snake River Bridge.
Re: Idaho Approach.

Dear Sir:

In answer to your communication of the eighth in regard to grading the Idaho approaches to the Snake River bridge, together with copies of your letter to Mr. Hall and telegram from Mr. Gregory, and projected profile of ground line and proposed grade line.

I agree with you that the 2.2 per cent grade conforming to the bridge is a condition that should be realized if possible.

I will make an investigation of the progress, and if possible the plans, on my next visit to Ontario, and will keep you informed of the situation.

Very truly yours,

Division Engineer.

RHB V

~~Incl.~~

RECEIVED
OCT 15 1924
OREGON
State Highway Commission

PP-99

October 8, 1924.

Mr. H. H. Baldock,
Division Engineer,
La Grande, Oregon.

Dear Sir:

I am attaching hereto a letter which was forwarded to Mr. Hall relative to the grading of the Idaho approach, also a copy of the profile which we forwarded to him. This, you will note, is not the same profile that you sent in, nor did we send him the alignment map which you prepared, as I thought it would be preferable to let them choose their own alignment.

The feature which appeals to me as more important is that the 2.2 per cent grade on the east side of the bridge be maintained all the way up to the summit to give the proper appearance of camber to the bridge. You can appreciate what would be the result should they construct through the approach cut on a five per cent grade while the grade on the east side of the bridge is less. For this reason, I wish you would keep track of this job in a general way, although I presume that not much could be done should they decide to handle it differently from what we propose.

Very truly yours,

State Highway Engineer.

RAH:HI

FORM 6A 31508 10-7-23

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WILLIAM DUBY, CHAIRMAN
BAKER, OREGON

RECEIVED
OCT 14 1924
STATE HIGHWAY COMMISSION
OREGON

October 7th, 1924.

State Highway Department,

Salem, Oregon.

Gentlemen:

Yours of the 6th received with copy of reply from W. J. Hall, Commissioner of Public Works, Boise, Idaho. I am somewhat surprised that he makes the statement that he does and makes the completion of the connection with the Ontario Bridge contingent upon ~~with~~ the completion of the connection at Weiser. The contract or agreement with them relative to the Ontario Bridge was made long prior to the time that the State took over the building of the connection from Payette and Weiser with the Old Oregon Trail. I think that is in keeping with their excuse prior to this time that they had not received profile of the bridge which, in my judgement could not make any difference with the connection. However, I hope that it will work out to the satisfaction of all concerned.

I herewith retunr expense account for September with Notary seal attached also list of claims with my signature attached as per your request.

Very truly yours,

WD:BC

Wm Duby

Chairman, State Highway Commission.

October 6, 1924.

Mr. Wm. Duby, Chairman,
State Highway Commission,
Baker, Oregon.

Dear Sir:

In response to my wire to W. J. Hall, Commissioner of Public Works, on October 4th at your request, relative to the completion of the Idaho approach to the Ontario bridge, I have received the following reply:

"Retel today Ontario connection survey being begun and completion of connection will be expedited providing assurance is given that connection at Weiser bridge will be pushed forward throughout winter to earliest completion date stop delay on Idahos part has been due to delay in letting in the Weiser connection by Oregon but can assure you that we are more than ready and willing to go ahead with our part of agreement"

In the matter of the completion of the Weiser connection, would say that the date for completion of this contract is March 31, 1925 and it would be our intention to see that the contractor has the work completed on that date unless there are reasonable delays on account of inclement weather.

Very truly yours,

State Highway Engineer.

RAK:HI

October 6, 1924.

Mr. Geo. F. Aiken,
Ontario, Oregon.

Dear Sir:

In response to Judge Duby's request, we wired Mr. Hall on October 4th relative to the completion of the Idaho approach to the Ontario bridge and also wired you a copy. I understand from the local telegraph office that this was not delivered to you in Boise, but was relayed back to you at Ontario today.

In response, we have received the following reply, which indicates that the Idaho approach will be taken care of:

> "Retel today Ontario connection survey being begun and completion of connection will be expedited providing assurance is given that connection at Weiser bridge will be pushed forward throughout winter to earliest completion date stop delay on Idahos part has been due to delay in letting in the Weiser connection by Oregon but can assure you that we are more than ready and willing to go ahead with our part of agreement"

As to the completion of the Weiser connection, would say that this project and the Payette Spur were included in one contract with the completion date set for March 31, 1925. With ordinary winter weather, it is confidently expected that this contract will be completed on the contract date.

Very truly yours,

State Highway Engineer.

RAK:HI

FORM 5A 5150 10-7-23

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WILLIAM DUBY, CHAIRMAN
BAKER, OREGON

October 7th, 1924.

RECEIVED
OCT 8 1924
STATE HIGHWAY ...

State Highway Department,
Salem, Oregon.

Gentlemen:

I am in receipt of yours of the 4th with copies of telegrams sent to W. J. Hall, Commissioner of Public Works, at Boise, Idaho and to George K. Aiken, Boise, Idaho. I wish to thank you for this prompt action in the above matter as I feel that they haven't any too much time in which to make the connection on the Idaho side of the Ontario Bridge.

I also received statement of expenditures on the State Roads in Baker County. I wanted this for the purpose of furthering our claims that the bond issue should carry in this County. I am very anxious to see the road program finished and I think now is the opportune time for the County to provide the funds therefor.

Thanking you very kindly for this information, I am,

Very truly yours,

WD:BC

W. Duby

Chairman, State Highway Commission.

NOTED
R. A. K.

October 4, 1924.

Mr. Wm. Duby, Chairman,
State Highway Commission,
Salem, Oregon.

Dear Sir:

In compliance with your night letter of the 3rd inst. we have wired Commissioner W. J. Hall of Boise, Idaho, and Mr. Geo. K. Aiken also of Boise, as per the copies of telegrams enclosed herewith.

By way of explanation concerning the maps and profile of the Idaho connection, will say that Mr. Klein wrote Mr. Hall on September 24th and mailed him one of the profiles at that ti e. We are, however, mailing him an additional copy in today's mail.

We might add that your night letter was not received here in sufficient time for us to send a message to Mr. Aiken at Boise before 9 o'clock.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM
Encls.

OQ-99

September 30, 1924

Mr. Wm. J. Hall, Commissioner,
Department of Public Works,
Boise, Idaho.

Dear Sir:

While in conversation with a representative of the Portland office of the Bureau of Public Roads yesterday, we were advised that they had not received the first Federal Aid voucher claiming cooperation on the Ontario Bridge. In your letter of September 2nd you stated that the voucher would be released as soon as it could be passed through the hands of your accounting department. We are particularly anxious about this voucher as there seems to exist some confusion regarding the exact manner in which it will be handled by the Washington office of the Bureau of Public Roads and we would like to have this confusion cleared up.

We are enclosing herewith five copies of voucher No. 2 on the project. One of these is for your files and the other four should be forwarded to the Bureau of Public Roads, New Postoffice Building, Portland, Oregon, after signature by you.

auth. 23,314.72

As a possible solution as to what may have happened to the previous voucher we would suggest that it might have been sent to your District Office of the Bureau of Public Roads instead of to the Portland office.

Yours very truly,

ROY A. KLEIN,
State Highway Engineer.

By

S. H. Probert,
Office Engineer.

Dictated by J. W. DeSouza.
IM
Encls.

89-97

September 24, 1924.

Mr. W. J. Hall, Commissioner,
Department of Public Works,
Boise, Idaho.

Dear Sir:

Attached hereto is a profile for the interstate bridge near Ontario and the Idaho approach. This was worked up at the time plans were prepared for the bridge last year and the ground line east of the bridge is projected only, being taken from our vicinity map, but serves to give a general idea of the ground elevation on the center line in relation to the grade line we have used on the bridge.

We are very anxious to maintain the 3.2 per cent grade through the cut on the east end of the bridge in order to make a smooth connection with the bridge and preserve the camber on the structure, which is the real purpose in forwarding you this data. As you will recall, the cut as shown is not as heavy as it looks since the present approach cut is on the north side of the roadbed prism. Also, the material can readily be wasted in the river.

Very truly yours,

State Highway Engineer.

RAF:HI

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WILLIAM DUBY, CHAIRMAN
BAKER, OREGON

September 4th, 1924.

NOTED
R. A. K.

State Highway Department,
Salem, Oregon.

Gentlemen: ATTENTION MR. KLEIN.

Referring to copy of letter to Mr. Van Patten of Ontario, would suggest that their attention be called at once to the fact that the City of Ontario and Judge Test for the County guranteed us that that connection on the Idaho side would be made by the bridge was finished. It was first suggested to me by Mr. Aiken and others that the City would do this and I refused to accept that guarantee, Judge Test being present guaranteed for the City and the County that it would be done.

I think they should proceed immediately with this work or at least get it lined up so that traffic will not be held up on account of lack of connection onthe Idaho side. I cannot recall for a certainty that this is a matter of record but I do know that it is the understanding.

Very truly yours,

WD:BC

Wm Duby

Chairman, State Highway Department.

No answer as correspondence with Idaho indicates their intentions to proceed
RAK.

BUREAU OF CONSTRUCTION
BUREAU OF HIGHWAYS
MOTOR TRANSPORT

C. C. MOORE, GOVERNOR

BUREAU OF SUPPLIES
CAPITOL BUILDING
HEYBURN PARK

STATE OF IDAHO
DEPARTMENT OF PUBLIC WORKS

WM. J. HALL, COMMISSIONER

BOISE

September 2, 1924

MR. ROY A. KLEIN, STATE HIGHWAY ENGINEER
Salem
O r e g o n

OLD OREGON TRAIL
Ontario Bridge
Payette County

Dear Sir:

I am in receipt of yours of August 30th with which you inclose for signature copy of modification of agreement F. A. No. 99 which I have signed and forwarded to the Bureau of Public Roads, Portland.

I am very glad to hear that the contract for grading and surfacing the Weiser and Payette Spurs has been let. The Federal Aid voucher will be released as soon as it can pass through the hands of the Accounting Department.

Yours very truly,

Wm. J. Hall, Commissioner
Department of Public Works

WMJH:P

REFERRED TO
BY R. A. K.

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No. .....

POST OFFICE BUILDING,
PORTLAND, OREG.

September 18, 1924.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Oregon-Idaho 99, Snake River Bridge

Reference is made to our letter of August 28, stating that it was not necessary to divide the estimate into two groups, showing quantities in each State separately.

Since writing you we are in receipt of a letter covering the same procedure in another state, in which it is stated that it is found this method causes difficulties in handling vouchers. It is presumed, therefore, that before vouchers can be paid on the modified agreement, recently signed, an estimate will have to be prepared showing separately the quantities in the State of Idaho and in the State of Oregon.

Very truly yours,

C. H. Moorman
District Engineer.

No reply.
Matter discussed with
Mr Bevis 9-29-24

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No.------

POST OFFICE BUILDING,
PORTLAND, OREG.

August 28, 1924.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Oregon-Idaho 99, Snake River Bridge

Reference is made to your letter of June 27, 1924, relative to modification of agreement and Federal aid allowable.

This matter was taken up with our Washington office, and we are advised that the claim of the State that the State boundary line is at Sta. 31+70, is satisfactory.

In requesting a decision as to whether it would be necessary to divide the estimate into two groups showing the quantities in each State, or if it would be sufficient to compute the Federal aid allowable by applying Oregon's allowable percentage to the pro-rated cost of the portion lying in the State of Oregon, and likewise for that portion in the State of Idaho, the following is quoted from their reply:

> "It is not necessary to divide the estimate into two groups showing the quantities in each state separately and it will be sufficient to compute the Federal aid allowable by applying Oregon's allowable percentage to the pro-rated cost of the portion lying in the State of Oregon, and likewise by applying the Idaho Federal aid allowed on the project to that portion in the State of Idaho."

Very truly yours,

C. H. Purdy
District Engineer.

66 66

June 27, 1924.

FR 99

Bureau of Public Roads,
Portland, Oregon

Gentlemen:

Reference is made to your letter of the 23d instant and to discussion by Mr. DeSouza and Mr. Davis relative to the amount of Federal Aid allowable on the Ontario Bridge, Federal Aid Project 99.

The Act of Congress admitting the State of Oregon into the Union fixes the state boundary at this point at the center of the main channel of the Snake River. The Federal Aid plans on the project indicate the center of the stream at the elevation shown for low water, this elevation shown being more nearly the elevation of mean water, as being at approximately Station 31 + 70. This assumption of the state boundary places approximately 58% of the total length of the structure in the State of Oregon and 42% in the State of Idaho.

On the basis of a total cost of $147,724.50 this percentage of the total length figures to an Oregon cost on the structure of $85,680.21. The maximum permissible Federal cooperation on this amount will be $52,382.07, and we wish to ask that our letter of June 9 be amended to request an increase in Federal Aid from the Oregon allotment to $52,382.07 instead of $58,699.68. The addition of Idaho's share of $30,000 will then make the total Federal cooperation on the project $83,382.07, or 56.767 37%.

We trust that this manner of figuring the Federal cooperation will be found satisfactory and will be acceptable to your Bureau.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer

JWD:AP

UNITED STATES DEPARTMENT OF AGRICULTURE,

BUREAU OF PUBLIC ROADS,

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No. .....

POST OFFICE BUILDING,
PORTLAND, OREG.

June 23, 1924.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

NOTED
R.A.K.

Dear Sir:

Oregon 99, Ontario Bridge, Old Oregon Trail

Reference is made to your request of June 9, for increased Federal aid on this project.

It is assumed that the bridge is bi-sected by the State line, although we have no record of the exact location of this line. If our assumption is correct that one-half the bridge is in Idaho, and one-half in Oregon, then we can not pay more than the sum of Oregon's percentage of one-half the cost, plus Idaho's percentage of one-half the cost.

As outlined above, there is allowable on Oregon's half of the bridge $45,156.96 Federal aid, and on Idaho's half $42,851.22 Federal aid. As Idaho's share is payable only to that state, in order to secure the full increase it would be necessary for the Idaho State Highway Department to agree to have it charged to its Federal aid apportionment, and to enter into an agreement with you to turn the money over to the State of Oregon.

Will you please advise the exact location of the State line with reference to this bridge, and your wishes as to the increase in Federal aid based on the computation as outlined above. We appreciate that this matter was taken up in your letter of October 5, and our reply of October 10. However, this point was not carefully scrutinized as it was not pertinent at that time.

Very truly yours,

C. H. Purcell
District Engineer.

66 66

July 12, 1924.

PR 99

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Reference is made to your letter of the 9th instant, regarding the exact location of the Oregon-Idaho Boundary at the Ontario Bridge, Federal Aid Project No. 99.

Your letter was referred to Mr. J. H. Devers, our department attorney, and after search through the records in the Supreme Court Library, he has advised that he was unable to discover that there had ever been any court decision relative to the boundary at this point. Several Court decisions are of record regarding the boundary in the Columbia River, but there is nothing of this nature regarding the Snake River.

The act admitting Oregon to the Union appears to be the last word upon the boundary at this particular point.

We trust that this information will be satisfactory to your Regional Office, and will enable them to accept the station location which we have given.

Very truly yours

ROY A. KLEIN
State Highway Engineer,

By

Office Engineer.

Dict. by J. J. DeJouza : TH

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS,

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No. ------

POST OFFICE BUILDING,
PORTLAND, OREG.

July 9, 1924.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Oregon-Idaho, Ontario Bridge, Old Oregon Trail

Reference is made to your letter of June 27, requesting increase in Federal aid on this project. Your letter was referred to our Regional Headquarters with our recommendation that the increase be allowed.

We are now in receipt of a letter from the Regional Office, from which the following is quoted:

"It is noted that the State Highway Department assumes the State boundary to be approximately at station 31+70. In most cases involving State boundaries there is a court decision which rather definitely fixes such boundaries. We should like to know if such decision has been made in the case of the Oregon-Idaho boundary. We suggest that the matter be referred to the State's Attorney General, and that a more definite showing be made to support the State Highway Department's claim."

Will you please give us as much of the requested information as possible?

Very truly yours,

C. H. Purcell
District Engineer.

aw2

July 2, 1924.

Mr. W. J. Hall,
Commissioner of Public Works,
Boise, Idaho.

My dear Mr. Hall:

I regret to advise that the bi s received on the Payette and Weiser connections of the Old Oregon Trail on June 26th, were not satisfactory and it was necessary to reject them and readvertise the project later. Only two bids were received and these were considerably in excess of our estimate.

The probable cause of so few bids was that the United States Bureau of Public Roads, through the Forest Service, were advertising a large number of forest projects which were opened on about the same dates inPortland and naturally the larger jobs were more attractive. The State of Washington also was opening a large number of federal aid projects in their state at about the same time, which no doubt had its effect.

Our present plan is to open bids on this project again in Portland at 2 P. M. on July 29th at which time we hope there will be more competitive bidding. If there are any of your Idaho contractors who would be interested we would be pleased to have them submit proposals. Bidding blanks and all necessary data are now available.

Besides the grading and culv rt items there is approximately 9,500 cu. yds. of surf cing materials.

Very truly yours,

State Highway Engineer.

RAK:LM

BUREAU OF SUPPLIES
CAPITAL BUILDING
HEYBURN PARK

STATE OF IDAHO
DEPARTMENT OF PUBLIC WORKS
WM. J. HALL, COMMISSIONER
BOISE

June 25, 1924.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Old Oregon Trail
Payette County,
Ontario Bridge

Dear Mr. Klein:

I am in receipt of yours of June 23rd regarding connections between the Payette and Weiser bridges and your main highway, and am glad to know the commission has taken this matter over and will open bids June 26th. I would appreciate it very much if you would advise me the outcome of the letting.

I thank you for your statement that it is agreeable to you for us to withhold payment of these vouchers for the present as immediate payment might easily lead to an embarrassing situation.

Thanking you and with kind regards, I am

Yours sincerely,

WJH'R

Commissioner of Public Works

PR #99

June 25, 1924.

Mr. Wm. J. Hall,
Commissioner of Public Works,
Boise, Idaho.

file

My dear Mr. Hall:

Receipt is acknowledged of yours of June 19, relative to the Snake River bridge near Ontario.

In the matter of the connections at Payette and Weiser, would say that we are advertising for bids on these two projects to be opened at the next regular meeting of the Commission, which will be held on June 26. There has been considerable delay in getting these projects started, since our first arrangement was that Malheur County would construct these two connections in lieu of cooperation on the bridge itself. However, we later made different arrangements whereby Malheur County agreed to spend its available market road money on the Jordan Valley project and the Commission agreed to take over these two connections. If acceptable bids are received, the work will be placed under contract at once.

If the payment of the Federal Aid vouchers for the Idaho share of the bridge would embarrass you at this time on account of the present situation of the Payette and Weiser connections, it will be agreeable to us for you to withhold payment on these vouchers for the present.

We will be pleased to keep you advised as to progress which is being made.

Very truly yours,

State Highway Engineer.

RAK:HI

C. C. MOORE, GOVERNOR

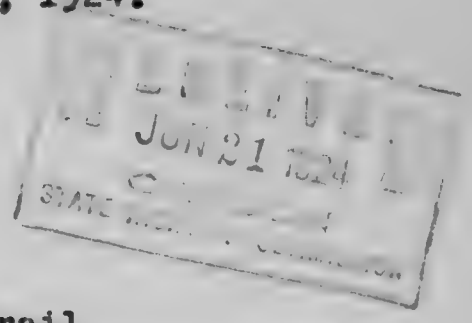
BUREAU OF SUPPLIES
CAPITAL BUILDING
HEYBURN PARK

STATE OF IDAHO
DEPARTMENT OF PUBLIC WORKS

WM. J. HALL, COMMISSIONER

BOISE

June 19, 1924.



Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Old Oregon Trail
Ontario Bridge

Dear Mr. Klein:

I am in receipt of your letter of June 10th with which you enclosed four copies of voucher for Ontario Bridge, Oregon-Idaho Feddral Aid Project No. 99, for signature and forwarding to the Portland office of the Bureau of Public Roads.

You will recollect that part of the consideration for placing of $30,000 Idaho Federal Aid allotment in the construction of this bridge across the Snake River near Ontario was that the State of Oregon would build or cause to be built standard highway connections from the southerly end of the Payette Bridge and the Southerly end of the Weiser Bridge to the Old Oregon Trail in Malheur County, Oregon.

This matter was taken up with the Oregon authorities during the winter and we were then told these connections would be made not later than May 1924. I am advised, however, that nothing has been done either on the Weiser or Payette connections. Under these circumstances the people of Payette and Washington Counties are raising serious objections to the payment of any claims on account of the Ontario Bridge before work on these connections is contracted and under way. I am therefore holding the vouchers and estimates pending your advice regarding the status of the Payette and Weiser connections.

Yours very truly,

WJH'R

Commissioner of Public Works.

31—81727—5M—6-28.

OREGON STATE HIGHWAY COMMISSION

CONTROL TESTS OF CONCRETE MIXTURES

FIELD ENGINEER'S REPORT ON TEST CYLINDERS

Job No. 23 P2 Bridge No. 1000 Known as Snake River, County of Wallowa

Cylinder No. 4 1

Class of concrete ? Field consistency used 6.0 Gals. water per sack of cement.

Actual water—Cement ratio $\frac{W}{C}$ = Aggregate fineness modulus as reported .....

Cylinder cast from concrete employed for Seal in pier #5 (part of structure)

Proportions actually employed: 1 part cement; 1.5 parts fine aggregate; 3.5 parts coarse aggregate.

Duration of mixing 1.5 min.; type of mixer Smith Drum

Brand of cement ?

Crushing strength at 28 days (computed from above data) .....lbs. per sq. in.

Lab. # 15819 Actual from test 2265 50 day lbs. per sq. in. Yield #5691
15820 2865 60 day "

Cylinder No.....

Class of concrete ..... Field consistency used ..... Gals. water per sack of cement.

Actual water—Cement ratio $\frac{W}{C}$ = Aggregate fineness modulus as reported .....

Cylinder cast from concrete employed for ..... (part of structure)

Proportions actually employed: 1 part cement; ..... parts fine aggregate; ..... parts coarse aggregate.

Duration of mixing .....; type of mixer .....

Brand of cement .....

Crushing strength at 28 days (computed from above data) .....lbs. per sq. in.

Actual from test .....lbs. per sq. in.

OFFICE

Dict. by J. W. DeSousa : TW

Enclosure.

B.R 99

June 10th, 1924.

Mr. William J. Hall,
Commissioner, Public Works,
Boise, Idaho.

Dear Sir:

Herewith we are enclosing four copies of voucher on the Ontario Bridge, Oregon-Idaho Federal Aid Project No. 99, for signature and forwarding to the Portland office of the Bureau of Public Roads.

As the matter now stands, the procedure probably will be for the Bureau of Public Roads to make their vouchers payable to the Treasurer of the State of Idaho, and it will be necessary for him to issue a voucher for the amount, payable to the Treasurer of the State of Oregon. We have discussed the matter with the Portland district office, and the suggestion has been made that it might be acceptable to their Washington office for you to accompany each individual voucher with an assignment to the Treasurer of the State of Oregon, or to make a blanket assignment of the entire thirty thousand dollar Idaho share to the State of Oregon, and the vouchers could then be prepared in Washington, payable to the Treasurer of the State of Idaho, assigned to the Treasurer of the State of Oregon, and could be transmitted direct to us. If this method can be followed, it will simplify matters to a large extent, and we would suggest that the voucher now sent to you be forwarded with either an individual or a blanket assignment upon the possibility that such action may be acceptable to the Washington office of the Bureau of Public Roads.

In any event, we will send you copies of all vouchers drawn upon the Bureau for your signature until such time as the entire Idaho share of thirty thousand dollars has been paid.

Very truly yours,

ROY AL KLEIN
State Highway Engineer

By

Office Engineer.

Dict. by J. W. DeSouza : TW

Enclosure.

June 9th, 1924. FR 99

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Please accept this letter as formal application for increase in the Federal Aid, Oregon share, on the Ontario Bridge, Project 99, from $30,000.00 to $58,699.68.

This increase in Oregon share is based upon the Idaho cost of the project being $51,710.78. The Idaho federal aid percentage of 58.01506% of this amount makes the Idaho federal funds $30,000.00.

The Oregon federal funds of $58,699.68 will be 61.13675% of the balance of $96,013.78, set up in the project agreement.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

Dict. by J. W. DeSouza : TW

FORM 88 21000 10-7-23

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WILLIAM DUBY, CHAIRMAN
BAKER, OREGON

April 21st, 1924.

State Highway Department,
Salem, Oregon.

Gentlemen:

I herewith return list of claims with my signature attached as per your request.

Also inclosed herewith find copy of a letter received from Department of Public Works, Boise, Idaho, from Mr. Hall, Commissioner, I guess it did no harm to go after them pretty straight as to what they intended to do with their connections. They were so anxious about the connections on this side.

We are having summer up here now but no rain.

Very truly yours,

WD:BC

W. Duby

Chairman, State Highway Commission.

Boise, Idaho,

April 16, 1924.

Mr. William Duby,
Chairman, Oregon State
Highway Commission,
Salem, Oregon.

OLD OREGON TRAIL
PAYETTE COUNTY
WASHINGTON COUNTY

Dear Mr. Duby:

Mr. J. D. Wood, our district engineer at Boise, has requested me to write you relative to the connection between the Old Oregon Trail in Payette County and the new bridge now being erected over the Snake River at Ontario.

Our agreement with the former members of the Oregon Highway Commission provided that this state was to construct on federal aid standard the section of road between the northerly end of the bridge and the present constructed Idaho State highway known as the Old Oregon Trail as soon as the bridge was completed. Also that the Oregon Highway Commission would construct, or cause to be constructed, on federal aid standard a highway connecting the southerly end of the bridge at Payette and the southerly end of the bridge at Weiser with the present Oregon State highway between Huntington and Ontario. The state of Idaho was also to allot $30,000 of federal aid funds which were alloted for use in the state of Idaho to be used in the construction of the Ontario bridge.

We will be ready to construct the section of the road in Idaho by the time the bridge is completed and I trust it will be possible for the contracts to be let on the two sections on the Oregon side in May.

Trusting this is the information you deiser and with kind regards, I am,

Yours sincerely,

Wm. J. Hall.

Commissioner of Public Works.

WJH'R

April 2, 1924.

Mr. Wm. Duby, Chairman,
State Highway Commission,
Baker, Oregon.

Dear Mr. Duby:

Please note the attached letter from Mr. O. V. Holloway of Ontario. It apparently came in the mail here and I only recently noticed that it was addressed to you.

The letter refers to the disposition of the present bridge at Ontario in which the writer asks that the old spans be given to the county to be used as a part of the bridge to the "Island".

The matter of the disposition of this bridge was not covered in the agreement. It was tentatively understood that the material would be piled and the county might use the old spans on some of their market road structures. In some cases it would probably be found that some of the spans could be shortened and in other cases used in their present condition on light traffic market roads, but as I said above, no definite plans have ever been worked out. It may be that you will like to talk this matter over with them when you are in Ontario.

Mr. McCullough has made a memorendum on this project, copy of which is attached, which gives the cost as approximately $1170.00 to take this bridge down, and if it is to be used for a bridge to the "Island" it would seem reasonable enough that the local authorities pay for taking down the old bridge.

There is another matter which was never satisfactorily cleared up, and that is the approach on the Idaho side. You will recall that we had this matter up at one meeting and the delegation from Ontario stated that they would arrange to have it taken care of by either Idaho state or county authorities.

Apparently, from one of Mr. Hall's letters, he indicated that he thought this was a part of the bridge project, but we have always been inclined to consider the approach something separate and apart inasmuch as Idaho's contribution is a fixed sum.

Perhaps you can bring about a more definite understanding on this matter when you next visit Ontario.

Very truly yours,

State Highway Engineer.

RAK :LM
Encls.

OREGON STATE HIGHWAY COMMISSION

SALEM March 26, 1924.

Mr. R. A. Klein,
State Highway Engineer,
Office.

Dear Sir:-

In reference to the attached communication, our contract calls for the removal of the old bridge and maintenance of traffic, for which item Mr. Mieth bid a lump sum of $6000.00. I have written Mr. Mieth and obtained a statement from him in which he says that he will revise his bid to $4,829.00 or a reduction of $1170.89, if he does not have to remove the old bridge. I would suggest that Mr. Mieth be allowed to do this work in any event, but that we inform the County that we would be willing to waive all claims to the bridge, if the city of Ontario would reimburse us for the actual cost of removing the same in the above amount, $1170.89. There is about 160,000 pounds of metal in the old bridge and if it could be used conveniently again, it would be worth at least three cents a pound or $4800.00. If we had a clear title to the bridge, it would be worth the above figure, minus the cost of taking it down, or about $3600.00 to us, even if we had to store it, and use the various spans in different locations for market road bridges. However, I do not suppose that we will have any claim on the bridge and for that reason we would probably not be able to take it out of the County. In view of the above, therefore, it might be well to dispose of it in the manner first suggested.

Please advise me if you want me to do anything further with this.

Very truly yours,

C.H.:RP

Bridge Engineer.

Ontario, Oregon,
March 8th, 1924.

COPY

Judge Duby, Chairman,
State Highway Commission,
Baker, Oregon.

Dear Sir,-- Some months ago I had a letter from you, in which you stated that you would be glad to assist us in our efforts to get the old bridge across the Snake River here for use in constructing a bridge to the Island.

The Ontario Commercial Club has passed resolutions asking the County Court to give us the old bridge for use on the Island. Last week a committee from the Ontario Commercial Club and residents on the Island called on the County Court. The County Court has indicated that it would be favorable for the old bridge being used in linking up the Island with the mainland providing such action would meet with the approval of the State Highway Commission. It is my understanding that the State Highway Commission makes no claim as to ownership in the old bridge. If that is true and if you will write Judge Test a letter so stating, I feel that we can obtain the old bridge. The residents of the Island are bonding themselves and expect to stand all of the cost of reconstructing the bridge if they obtain it.

It means much to we residents of the Island to obtain a bridge. The State is interested in a way in having this bridge constructed because there are four Soldier Bonus Loans on land on the Island. If you see fit to write Judge Test, I would appreciate receiving a copy of the letter.

Thanking you for what you have done for me in the past and for this anticipated favor, I am,

Respectfully,

(sgd) O. V. HALLOWAY
O. V. Holloway.

OREGON STATE HIGHWAY COMMISSION

SALEM

March 31, 1924.

Mr. R. W. Baldock, Division Engineer,
Oregon State Highway Department,
La Grande, Oregon.

Dear Sir:-

Pursuant to our conversation of the other day, I took up the matter with Mr. Klein regarding the grading of the Idaho approach to the Interstate Bridge at Ontario. Mr. Klein stated that he would take that matter up with the Idaho Department and find out under what conditions this work was to be done. As quickly as we are in receipt of any definite advice, I will pass the same on to you. In the meantime, Mr. Klein requested that you send an estimate of cost and quantities for this work for his information.

Very truly yours,

C. B. McCullough

Bridge Engineer.

CBMcC:RP

Mr. Klein:- Understood that this matter is now held pending until you have an opportunity to discuss the same with Mr. Hall. Perhaps it might be well to have this work done under Baldock's direction, if possible, as we would be in better shape to control the safe-guarding of traffic and protect the concrete handrail posts in the end of the bridge etc.

C. B. McC

OFFICE OF
COUNTY COURT
T. H. TEST, Judge

COUNTY COURT MEETS THE FIRST WEDNESDAY IN EACH MONTH

Civil Proceedings
Commissioners' Proceedings
Probate Court
Juvenile Court

CC-99

COMMISSIONERS

FRANK M. VINES
GILBERT W. DEAN

Malheur County
Oregon

VALE, OREGON, April 9th, 1924

Mr. Roy A. Klein, Secretary,
State Highway Commission,
Salem, Oregon.

Dear Sir:-

I have been informed by the contractor of the Ontario-Snake River bridge, that the lighting system for the bridge in not included in the present contract although set out in full in the plans, is this correct? and if so how can we have same added, so that we can light the structure, which as you must understand is an absolutely nesessary.

Will you kindly take this matter up with the Commission and if they refuse to have the lighting system put in the contract advise me of approximate cost of same, and I will take up a collection and have same added.

An early reply will mush oblige.

Yours truly,
T. H. Test
County Judge.

Est Cost $1500.00

APR 11 1924

UNITED STATES DEPARTMENT OF AGRICULTURE,
BUREAU OF PUBLIC ROADS,
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.....

March 17, 1924.

POST OFFICE BUILDING,
PORTLAND, OREG.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The project agreement and certificate have been executed covering Oregon-Idaho #99, Interstate Bridge at Ontario. We enclose herewith an original copy each of the agreement and certificate for your files.

You will note that this enclosed copy has not been signed by the State Highway Commission. This is due to the necessity for preparing additional copies of the agreement after being forwarded to the Washington Office.

Yours very truly,
C. H. PURCELL, District Engineer,

By T. M. Davis
Acting

Form P. R. 2

State Oregon-Idaho

Project No. 99

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

AMENDED FEBRUARY 28, 1919

AND

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

WASHINGTON
GOVERNMENT PRINTING OFFICE
1922

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 18th day of February, 1924

by and between The State Highway Commission, and the Department of Public

Works, constituting

for the purpose hereof, the Highway Department of the States of Oregon and Idaho, respectively, hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended by act approved February 28, 1919 (40 Stat., 1189), entitled "An Act Making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," and by Act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes":

Whereas the Highway Department of said State submitted on the 2nd day of March, 1923, a project statement, which was approved by the Secretary on the 27th day of April, 1923, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 17th day of October, 1923, and approved by the Secretary on the 6th day of March, 1924; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of

Sixty thousand

dollars ($60,000.00) as the share of the United States payable under said act on account of said project, which does not exceed 50 per cent of the total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT.

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State of Oregon, $87,724.50, from sale of bonds authorized by Legislature under Chapter 175, Laws of 1917, and Chapter 31, Laws of 1920, in conformity with agreement between the Oregon State Highway Commissioners and the Commissioner of Public Works, State of Idaho, dated March 12, 1923.

(Include amount, date, and citation of act of legislature by which authorized.)

*(b) By the count..... of .....

(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

such funds having been placed under the direct control of the Highway Department by .....

(State how placed under direct control of Highway Department.)

*(c) By the count..... of .....

(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

*(d) .....

ROAD EMBRACED IN PROJECT.

ARTICLE II. This agreement covers the following ~~road~~ bridge as described in detail in said surveys, plans, and specifications:

~~Between~~ Over the Snake River at Ontario, Oregon,

~~terminal points, a distance of ..... miles~~, known locally as Snake River Bridge, Malheur County, Oregon, and Payette County, Idaho.

CHARACTER AND METHOD OF CONSTRUCTION.

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.

(*b*) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

(c) The amount of Federal Aid set aside by this agreement is $60,000. It is mutually agreed that of this amount $30,000 shall be charged against the apportionment of Federal funds made to the State of Oregon, and $30,000 shall be charged against the apportionment of Federal funds made to the State of Idaho.

(d) The Highway Departments hereby agree that immediately upon completion of the improvement contemplated under this agreement, they will provide suitable road connections between their respective ends of the bridge herein provided for, and the existing highways to the east and west.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT.

ARTICLE IV. The United States pro rata share of the cost of said project shall not in any event exceed

(*a*) the said sum of Sixty thousand

dollars, certified to the Secretary of the Treasury as above mentioned, being less than 50.

per cent of one hundred forty seven thousand, seven hundred twenty four and 50/100

dollars, the approved total estimated cost of said project, nor (*b*) the said per centum of the value of the labor and materials which shall have been actually put into the construction of said project in conformity to said plans and specifications.

PAYMENTS.

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of the said certified sum, or so much thereof as may be due under the terms hereof, to .....

.....
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the ..... (State or county.) of ..... (Name.)

(Strike out if not appropriate.)

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to ...the.....

.....State Treasurers of Oregon and Idaho, respectively,
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the ...States... (State or county.) of ...Oregon and Idaho, respectively, (Name.)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $...20,000... per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT.

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: ...in conformity with resolutions by the... (Include reference to statute authorizing funds and probable amount annually available.)

...State Highway Commission of Oregon dated August 7 and September 25, 1917, ~~and from motor vehicle license fees, Chapter 65, compiled laws of Idaho, and from tax levy, Chapter 51, Session Laws of 1919.~~

.....

.....their.....

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth surfaced highway.

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the .....,
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: .....
(Include reference to statute authorising funds, probable amount annually available, and how will be placed under direct control of Highway Department.)

*(*b*) By the .....,
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .....
(Include reference to statute authorising funds and probable amount annually available.)

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: .....

*(Strike out if not appropriate.)

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 16th day of March, 1924.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department.)

By .....
Chairman, State Highway Commission
(Title of officer.)

By .....
Member, State Highway Commission
(Title of officer.)

By .....
Member, State Highway Commission
(Title of officer.)

[SEAL.]

By DEPARTMENT OF PUBLIC WORKS OF IDAHO

By .....
Commissioner of Public Works
(Title of officer.)

Howard M. Gore
ACTING Secretary of Agriculture.

[SEAL.]

FORM NO. PR. 8

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, as amended by "An Act making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," approved February 28, 1919, and by "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," approved November 9, 1921 (42 Stat.. 212).)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon and Idaho

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon and Idaho for the construction of a [redacted] bridge over the Snake River at Ontario, Oregon,

..... locally known as Snake River Bridge, Malheur County, Oregon, and Payette County, Idaho and designated in the records of this Department as Project No. 99, State of Oregon-Idaho

SECOND. That in accordance with said provisions I have approved the sum of $ 147,724.50 as the total estimated cost of said project, and the sum of $ 60,000.00 as the share of the United States, payable under said acts on account of such project, which does not exceed 50 per cent of said total estimated cost.

Done in the District of Columbia, this 6th day of March one thousand nine hundred and Twenty-four, as witness my hand and the seal of the Department of Agriculture.

Howard M. Gore.
ACTING *Secretary of Agriculture.*

GOVERNMENT PRINTING OFFICE 8—4820

December 1, 1923

PR 99

Portland Bridge Company,
Yeon Building,
Portland, Oregon.

Gentlemen:

Herewith one fully executed copy of contract which was recently awarded to you by the State Highway Commission for the bridge over the Snake River near Ontario on the Old Oregon Trail in Malheur County. This copy is for your files.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Chief Clerk.

HBG:LM

1 Encl.

POSTAL TELEGRAPH – COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

TELEGRAM

CLASS OF SERVICE DESIRED	
FAST DAY TELEGRAM	
NIGHT TELEGRAM	
NIGHT LETTERGRAM	X

THE SENDER MUST MARK AN X OPPOSITE THE CLASS OF SERVICE DESIRED; OTHERWISE THE TELEGRAM WILL BE TRANSMITTED AS A FAST DAY TELEGRAM.

THE POSTAL TELEGRAPH-CABLE COMPANY (INCORPORATED) TRANSMITS AND DELIVERS THIS MESSAGE SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE BACK OF THIS BLANK

RECEIVER'S NUMBER

CHECK

TIME FILED

SEND the following Telegram, subject to the terms on back hereof, which are hereby agreed to.

Form 2

PR. 99

NOVEMBER 26, 1923.

MINNEAPOLIS STEEL & MACHINERY COMPANY,
MINNEAPOLIS, MINN.

SHOP INSPECTION OF STEEL FOR ONTARIO BRIDGE NUMBER ONE THOUSAND WILL BE PERFORMED BY CENTRAL INSPECTION BUREAU SPALDING BUILDING PORTLAND OREGON STOP THERE WILL BE NO MILL INSPECTION STOP YOUR SPOKANE OFFICE NOTIFIED TO THIS EFFECT TWENTYFIRST INSTANT

OREGON STATE HIGHWAY COMMISSION

Collect

State Highway Engineer.

BAF:HI

November 23, 1923.

PR 99

Mr. Wm. J. Hall, Commissioner,
Department of Public Works,
Boise, Idaho.

Dear Sir:

In response to yours of October 18, relating to the contract for the Ontario bridge, but more specifically referring to the connections between the Old Oregon Trail and the Weiser and Payette bridges, would say that Malheur County has made an agreement with us to do this work and I am sure that they will carry it out.

Our Chairman expects to see the County Judge in the near future about placing this work on the county's 1924 program, and you may assure the people in Washington and Payette Counties that the work will be done as was agreed to and that the connections between the Weiser and Payette bridges and the Oregon Trail will be improved and brought up to standard.

Very truly yours,

State Highway Engineer.

BAF:HI

C. C. MOORE, GOVERNOR

BUREAU OF SUPPLIES
CAPITAL BUILDING
HEYBURN PARK

STATE OF IDAHO
DEPARTMENT OF PUBLIC WORKS

WM. J. HALL, COMMISSIONER

BOISE

October 18, 1923.

RECEIVED
OCT 20 1923

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Ontario Bridge.

Dear Mr. Cline:

I understand that the contract for the Ontario Bridge is to be let October 22nd.

As you are aware the agreement regarding this bridge whereby this State allotted $30,000 of its Federal Aid allotment for use on this work provided for the construction of standard gravel roads connecting the main highway between Ontario and Huntington, with the southerly ends of the Snake River Bridge at Weiser and Payette. This was done because of the opposition of the citizens of Payette and Washington Counties who felt that the building of a new bridge at Ontario would deprive the towns of Payette and Weiser of all through traffic.

There is now considerable comment in Washington and Payette Counties regarding this agreement, and inquiries are pouring into this office as to when the road connections will be made. The road between the end of the Weiser Bridge and the Oregon Highway has had no work done on it this year. I have assured those who have made inquiry that you doubtless intend to arrange for the work on the roads at the same time as the contracts for the Ontario Bridge is let, and that I am confident that the road connections to both of the bridges will be completed as soon as the Ontario Bridge is completed if not earlier.

Will you kindly advise me concerning your intentions regarding these connections.

Yours very truly,

WJH'R

Commissioner, Public Works.

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT NO. 1.

IN YOUR REPLY PLEASE

REFER TO FILE NO.-----

POST OFFICE BUILDING,
PORTLAND, OREG.

November 17, 1923.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Oregon Project No.99 (Idaho 99) Ontario Bridge

On October 10, we wrote you our views as to probable procedure in the handling of payments on this project. As we advised you at the time, we sent your inquiry and our reply to headquarters with the request for an official ruling and a reply has just been received. The Chief Engineer writes as follows:

"First of all, it is noted that in your letter and also in Mr. Purcell's letters to you and to the State Highway Engineer of Oregon, this project is referred to as 'Oregon 99 (Idaho 70)'. This project must be given the same number in each state. That is, it must be Oregon 99 and Idaho 99. This is the way the project is carried in the records of the Bureau here and conforms to the system of numbering interstate projects in other sections of the country. If the project, therefore, has previously been numbered Idaho 70, that number should be changed to 99.

The State Highway Engineer submits four inquiries which he designates by the letters a, b, c, and d, respectively. These will be found answered below.

The Idaho allotment of $30,000 Federal aid cannot be transferred to the credit of Oregon so as to permit of vouchering the project as though all Federal aid were being paid from that State's apportionment. The Idaho Federal aid allotted on the project will have to be paid to the State Treasurer of Idaho, and the States of Idaho and Oregon will have to work out an arrangement relative to its disposition after being paid to the Idaho State Treasurer. It is noted that Mr. Purcell in his letter of October 10 to the State Highway Engineer referred to the fact that the project statement as approved provides that all payments will be made to the Treasurer of the State of Oregon, and that the project, therefore, may be vouchered as if all the Federal aid were to be taken from one apportionment. It is true that the project statement provides that all payments of Federal funds be made to the State Treasurer of

Oregon, but the Department approved the project statement with that provision in it in order not to delay such approval by having the project statement changed, realizing that the point could be easily taken care of by providing in the project agreement for payments to be made to the Treasurers of both States. Vouchers on which Idaho Federal aid would be paid would have to be signed by the Idaho Highway Department, but they would not need to be signed by the Highway Departments of both states unless a voucher should call for the payment of Federal aid from the apportionment of both states. There is no obstacle in the way of all Federal payments being charged to the Idaho apportionment until the $30,000 Federal aid to be contributed by that State has been paid, and, thereafter, all Federal payments would be charged against the Oregon apportionment of Federal funds. Article III of the project agreement should have inserted therein a clause providing that of the Federal aid set aside for the project (the total amount of such sum should be recited), so much, specifying the amount, will be charged against the Idaho apportionment, and so much, specifying the amount, will be charged against the Oregon apportionment. Only the total amount of Federal aid allotted on the project would appear at other places in the agreement and on the certificates. There should be four signed copies of the project agreement and of the certificate, so that each State may have a signed copy.

If you refer to our telegram of February 17, 1923, to Bright regarding this project, you will observe that an agreement between the Highway Departments of the two States was contemplated, by the terms of which Oregon would provide on behalf of itself and the State of Idaho the funds to meet the cost of the project over and above the part of such cost to be met by Federal aid, and Idaho would request the allotment thereto of the amount of Federal aid to be contributed by it; and that Article I of the project agreement would be written to show that the funds in addition to the Federal aid would be provided by the States of Oregon and Idaho pursuant to this agreement. The procedure outlined in the telegram of February 17 should be adhered to."

If after studying the procedure outlined you are still in doubt as to any of the points discussed, please write us and we will endeavor to get them cleared up.

It appears unfortunate that a portion of the payments must pass through the Idaho Treasurer as this may complicate matters.

Very truly yours,

C. H. Purcell
District Engineer.

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS,

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No.------

POST OFFICE BUILDING,
PORTLAND, OREG.

RECEIVED
OCT 11 1923

October 10, 1923.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Oregon No. 99, Ontario Bridge (Idaho Project No. 70)

Receipt is acknowledged of your letter of October 22:

We cannot see, as far as the Bureau is concerned, that any additional contract is required between the States other than the mutual agreements which will be embodied in the Project Agreement when executed by both States.

Vouchering and procedure on this project have as far as we are concerned no precedent which can be used for guidance. Our answers to your questions are, therefore, stated as a matter of opinion, and we are referring your letter and a copy of this reply to headquarters, in order that we may be corrected if in error. Reference is made to your questions in the order given:

(a) The project statement which was approved provides that all payments will be made to the Treasurer of the State of Oregon. We are, therefore, of the opinion that the project may be vouchered as if all Federal aid were to be taken from one apportionment. It will probably be necessary for each state to sign each voucher, but we believe that Idaho can authorize some one in your department to sign for them.

(b) and (c) Answered in (a)

(d) We believe that the project agreement can provide that all Federal aid be charged against the Idaho apportionment until $30,000 has been paid, and the remainder from the Oregon apportionment.

In the last paragraph of your letter you ask as to method of figuring maximum amount of Federal aid available. Based on a total cost of $134,348, we would figure it as follows:

Idaho's share of cost	$51,715	Idaho's F.A. @ 58.01%	$30,000
Oregon's " " "	82,633	Oregon F.A. @ 61.13%,	50,513
Total Cost	$134,348	Max. F.A. available	$80,513

Your attention is called to our letter of May 8, 1923, advising you that the approval of the P. S. was conditioned upon the submission of a showing of approval of plans and specifications by the Secretary of War before the execution of the Project Agreement.

Very truly yours,

C. H. Purcell
District Engineer.

ACTING

October 5, 1923.

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

NOTED
R.A.K.

PR-99.

Gentlemen:

Reference is made to the Snake River Bridge, near ~~Oregon~~ Baker, Project No. 99. We propose to receive bids on this structure on October 28.

In our letter of May 8, 1923, we stated that it was our intention to enter into a more detailed agreement with the State of Idaho when the project reached the stage of actual construction. After discussion in this office, it does not appear that there are any additional points which really necessitate any execution of further agreements with the State of Idaho. We believe that the points of construction are understood between the two States, and, as the matter of future maintenance seems to be adequately covered by the project statements, we will not put through any further agreement, unless it is considered necessary by your Bureau.

In order that we may be able to proceed with the future Federal Aid handling of the project, there are a few points relative to procedure required by your Bureau upon which we would be pleased to have you advise us.

(a) Can the Idaho allotment of $30,000 simply be transferred to the credit of Oregon's allotment in Washington; thus permitting us to voucher the project as though all the Federal Aid were being paid from our Fund; or

(b) Will it be necessary to keep the funds entirely separate, and prepare a separate [illegible] of vouchers for each State?

(c) If the latter is required, can the State of Idaho authorize us to prepare and sign their vouchers, or will it be necessary to send them to Idaho for signature, it being understood that they be made payable to the State of Oregon?

(d) In preparing vouchers in this manner, would it be permissible to carry the same quantities on both vouchers

claiming the total permissible Idaho pro rata share of Federal Government funds on Idaho vouchers until payments of $30,000 have been reached? The amounts paid on Idaho vouchers would be deducted from the amount claimed on Oregon vouchers. This would result in Idaho vouchers being submitted until the sum of $30,000 had been reached, at which time they would cease, and the balance of the project would be vouchered by Oregon.

At this time it does not seem to us as though it would be advisable to carry a separate series of vouchers throughout,each figured on its own Federal pro rata share. This would require submission of a large number of vouchers, and, in the event of an under-run in the cost of construction, would leave a balance in the Idaho allotment. As the Idaho participation is so small, we desire that their cooperation shall in no event be less than the sum of $30,000, agreed upon, and that any Federal funds not used shall remain to the credit of the State of Oregon.

We would also like to be advised as to the method of figuring Federal Aid on the project. Our estimate sent you.with the plans shows a total amount of $134,348.50. At the present time only $60,000 of Federal Aid is requested, but we will desire to raise this to the maximum permissible amount when future allotments become available.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer

(Dict. by J. W. DeSouza / TW)

October 3rd, 1925.

ANALYSIS OF ESTIMATED COST - SNAKE RIVER BRIDGE.

CLASS A CONCRETE

Cement	1.57 bbls at	$3.75	$5.89	
Sand	0.46 Cu.Yds at	1.75	0.79	
Gravel	0.90 Cu.Yds at	1.50	1.35	
Forms and false work - Labor and Material			6.00	
Mix and Place			3.00	
Finish			0.75	
Water, gas, oil, misc.			1.25	
Subtotal				$19.03
+ 10% for contingencies				1.90
Total cost				$20.93
+15% for profit				3.13
Bid price				$24.06
Say $24.00				

CLASS B CONCRETE

Cement	1.3 bbls at	$3.75	$4.88	
Sand	0.46 Cu Yds at	1.75	0.80	
Gravel	0.92 Cu Yds at	1.50	1.38	
Forms and false work - labor and material			5.25	
Mix and place			3.00	
Finish			0.50	
Water, oil, gas, misc.			1.25	
Subtotal				$17.06
+10% for contingencies				1.71
Total cost				$18.77
+15% for profit				2.82
Bid Price				$21.59
Say $22.00				

CLASS "F" CONCRETE

Cement	2.18 bbls	at	$3.75	$8.18	
Sand	0.46 Cu Yds	at	1.75	0.80	
Gravel	0.77 Cu. Yds	at	1.50	1.16	
Forms and false work				5.00	
Mix & place				3.00	
Finish				1.25	
Water, oil, gas and Misc				1.25	
Subtotal					$20.64
+ 10% for contingencies					2.06
Total Cost					$22.70
+15% for profit					3.40
Bid Price					$26.10
			Say $26.00		

SEAL CONCRETE

Cement	1.73 Bbls	at	$3.75	$6.49	
Sand	0.45 Cu.Yds		1.75	0.79	
Gravel	0.90 Cu.Yds		1.50	1.35	
Mix and place				4.00	
Water, gas, oil, misc.				1.25	
Subtotal					$13.88
+10% for contingencies					1.39
Total cost					$15.27
+15% for profit					2.29
Bid Price					$17.56
			Say $18.00		

METAL REINFORCEMENT

Price f.o.b. Ontario, per lb.	$0.0340	
Haul to site, per lb	0.0025	
Storage, handling, etc.	0.0025	
Place in forms	0.0075	
Subtotal		$0.0465
+10% for contingencies		0.0046
Total Cost		$0.0511
+15% for profit		0.0090
Bid price		$0.0614
	Say $0.06	

STRUCTURAL STEEL

Cost f.o.b. Ontario per lb.	$0.0810		
Haul to site per lb.	0.0040		
Falsework 1000.00 for entire work	.0011		
Erect & Rivet	.0185		
Subtotal		$ .0686	
+10% for contingencies		.0069	
Total Cost			$.0755
+15% for profit			.0113
Bid Price			$ .0868

Say $0.085

CONCRETE HANDRAIL

Standard Construction - Going Price			$5.00
Wood piling f.o.b. Ontario per lin ft.	$0.25		
Haul to site	0.01		
Drive and cut off	0.10		
Carbolineum and misc	0.05		
Subtotal		$0.41	
+10% for contingencies		0.04	
Total Cost			$0.45
+15% for profit			0.07
Bid Price			$0.52

Say $0.50

CONCRETE PILING - Cost per Lin. Foot.

Drive 5cms	$2.50		
Set up and move driver & misc.	1.00		
Subtotal	0.50	$4.00	
+10% for contingencies		0.40	
Total Cost			$4.40
+15% for profit			.66
Bid Price			$5.06

Say $5.00

EXCAVATION

4 Cofferdams at	$2,000.00	$8,000.00	
1 " at	2,500.00	2,500.00	
Total		10,500.00	
÷ 1900 = 553 per cu. yd		$5.53	
Removal of earth		0.45	
Pumping		0.05	
Subtotal			$6.03
+10% for contingencies			.60
Total Cost			6.63
+15% for profit			0.99
Bid price			7.62

Say $7.50

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS.
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.....

August 6, 1923.

POST OFFICE BUILDING,
PORTLAND, OREG.

FA# 99
file

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The Deputy Chief Engineer, when in the city recently, made inquiry regarding the Ontario bridge, (Oregon 99) and we advised him that it was our understanding that the delay was due in some measure to difficulty in securing improvement of the connecting road in Idaho.

The Regional Office took the matter up with Idaho through the Ogden Office and we are enclosing for your information a copy of a reply received from the State of Idaho.

We are pleased to note that the connecting road is now on the state highway system and that it is also a part of the approved Seven Percent System.

Yours very truly,

O. H. Purcell,
District Engineer.

RECEIVED

STATE OF IDAHO
DEPARTMENT OF PUBLIC WORKS

Boise, Idaho,
July 30, 1923.

Mr. E. J. Finch, District Engineer,
Bureau of Public Roads,
Ogden, Utah.

Idaho Federal Aid Project 70 (Oregon 90)

Dear Sir:

Evidently there seems to be some doubt as to the intention of Idaho to complete the connection between the northerly end of the Ontario Bridge and the Idaho Pacific Highway. This is to advise you that it is the intention of this department to complete this piece of road as soon as funds can be made available. It was our understanding that the approaches to this bridge would be included in the project and let at the same time as the bridge. This would provide a temporary connection until Idaho is able to proceed with the improvement of the road in question.

The Oregon Highway Commission was informed of this matter in May and, as we have heard nothing from them as to their dissatisfaction with such an agreement, we have assumed that it was perfectly satisfactory to them. For that reason we cannot see why this matter should enter into the letting of the contract by Oregon.

It might be further stated that when funds were provided out of the Federal Aid allotment for Idaho for use on this project, agreement was entered into by and between the Department of Public Works of Idaho and the State Highway Commissioners of Oregon which provided:

> 1. That the Commissioner of Public Works of Idaho agrees to designate a road over what is known as Ontario Corner of the Idaho Pacific Highway to the Idaho end of the Ontario Bridge as a state highway to be known as the Ontario Bridge of the Idaho Pacific Highway.
>
> 2. The state Highway Commissioners of Oregon agree to provide standard gravel road connection from the present Oregon state highway system to the Oregon end of the bridge over Snake River at Payette, Idaho, and also from the Oregon State Highway to the Oregon end of the bridge across the Snake River at Weiser, Idaho.

We have not questioned the fact that Oregon might not, in the immediate future, make such connections as mentioned in the second paragraph quoted from the agreement and, for that reason, we cannot see why Oregon should question the possibility of Idaho fulfilling the terms of the contract.

We trust that this clears up any misapprehension that the Regional office may have concerning Idaho's intention of carrying out its part of the agreement.

Very truly yours,

(Signed) H. W. Gregory,
Director of Highways.

August 6, 1923.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The Deputy Chief Engineer, when in the city recently, made inquiry regarding the Ontario bridge, (Oregon 99) and we advised him that it was our understanding that the delay was due in some measure to difficulty in securing improvement of the connecting road in Idaho.

The Regional Office took the matter up with Idaho through the Ogden Office and we are enclosing for your information a copy of a reply received from the State of Idaho.

We are pleased to note that the connecting road is now on the state highway system and that it is also a part of the approved Seven Percent System.

Yours very truly,

C. H. Purcell,
District Engineer

CHP:ky

STATE OF IDAHO
DEPARTMENT OF PUBLIC WORKS

Boise, Idaho.
July 30, 1923.

Mr. B. J. Finch, District Engineer,
Bureau of Public Roads,
Ogden, Utah.

Idaho Federal Aid Project 70 (Oregon 99)

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It might be further stated that when funds were provided out of the Federal Aid allotment for Idaho for use on this project, agreement was entered into by and between the Department of Public Works of Idaho and the State Highway Commissioners of Oregon which provided;

1. That the Commissioner of Public Works of Idaho agrees to designate a road over what is known as Ontario Corner of the Idaho Pacific Highway to the Idaho end of the Ontario Bridge as a state highway to be known as the Ontario Bridge of the Idaho Pacific Highway.
2. The State Highway Commissioners of Oregon agree to provide standard gravel road connection from the present Oregon state highway system to the Oregon end of the bridge over Snake River at Payette, Idaho and also from the Oregon State Highway to the Oregon end of the bridge across the Snake River at Weiser, Idaho."

We have not questioned the fact that Oregon might not, in the immediate future, make such connections as mentioned in the second paragraph quoted from the agreement, and, for that reason, we cannot see why Oregon should question the possibility of Idaho fulfilling the terms of the contract.

We trust that this clears up any misapprehension that the Regional Office may have concerning Idaho's intention of carrying out its part of the agreement.

Very truly yours,
(Signed) H. W. Gregory,
Director of Highways.

HWG:

State Oregon

Project No. 99
(Not to be filled in.)

Form P R 1
Bureau of Public Roads
U. S. Dept. of Agr.

PROJECT STATEMENT

AS REQUIRED BY

FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916, AND AMENDED BY ACT APPROVED FEBRUARY 28, 1919.

(Date) March 2, 1925.

THE SECRETARY OF AGRICULTURE,
Washington, D. C

Sir:

The State of Oregon and Idaho, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat. 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder, do ~~does~~ hereby submit ~~submits~~ respectively to the Oregon State Highway Commission and constituting the State Highway Department of said State, this project statement for the rural post road herein described, which it is proposed to construct under the provisions of said Act and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Act. The work will be done under the direct supervision of the State Highway Department of the State of Oregon under authority of Chapter 31, Laws of 1920

(Cite statutes and resolutions or orders giving Highway Department jurisdiction.)

, in strict conformity to the provisions of the said Act and to said Rules and Regulations. After construction of the said road it will be properly maintained by Oregon and Idaho State Highway Departments assume joint responsibility for maintenance.

1. Local name of road Snake River Interstate Bridge near Ontario, Oregon.
2. Located between Ontario, Oregon and Caldwell, Idaho, County of
3. Points of beginning and ending Structure across the Snake River
4. Length in miles (gross) (net) Approx. 860 Lin. Ft.

Note.—In preparing the Project Statement attention is directed to the Rules and Regulations. In all cases a sketch plan shall accompany statement.

8—4256

5. Miles of project used as post route _____; miles not used as post route _____

6. If a major portion of the project is not a post route, or if the project is not a "connecting link," give the facts showing the general status along the entire project as follows: Whether the country is thickly or sparsely settled; if the latter, the probability of increased settlement; the purposes for which the contiguous lands are used, their fertility and general character; whether desired for and capable of more intensive development; and such further facts as will tend to show the general character of the community in which the road is located and the need for and desirability of constructing or improving the same.

(Use additional sheets, if necessary, and indicate the sections referred to by same letters as on sketch map.)

7. Places on the project having a population of 2,500 or more as shown by the latest Federal census and mileage of each none

8. Tolls collected on roads or bridges on this project, if any none

9. Is project part of State's five-year program heretofore submitted? no

10. Purpose project will serve and relation it bears to the road system of the State. (See Reg. 3, Sec. 1, and Reg. 4, Sec. 1.) Connection between seven per cent systems of Oregon and Idaho.

11. Improved roads adjacent or contiguous and type of each Paved road on Oregon side. Unimproved road on Idaho side.

(Give distinguishing marks to identify on sketch map.)

12. Through traffic, approximate average daily number of (*a*) trucks 50, (*b*) passenger motor vehicles 600, and (*c*) horse-drawn vehicles 30

13. Local traffic, approximate average daily number of (*a*) trucks _____, (*b*) passenger motor vehicles _____, and (*c*) horse-drawn vehicles _____

14. Description and present condition of traveled way Present structure has outlived its usefulness.

15. Proposed width of surfacing 20 ft.; feet between ditches 20 ft.; approximate maximum gradient 2 per cent.

16. Proposed type of construction Permanent type of bridge construction

17. Location, nature, and extent of deposits of local materials suitable for use on this project Sand and gravel from Snake River.

(Where practicable show by distinguishing marks on sketch map.)

18. Location and length of each bridge to be built or rebuilt requiring a length of more than 20 feet Structure approximately 850 feet in length.

(Designate each by the same distinguishing marks as on sketch map.)

19. State's share of cost of construction will be provided by State of Oregon for both Oregon and Idaho.

(State or (and) county.)

20. Amount of funds which are will be available for construction: (a) State of Oregon, $55,206.25 and any additional amounts required. Sale of bonds authorized.

(Insert statute.)

RESOLUTION

For Oregon share of maintenance.

In view of the fact that the State Highway Commission was authorized by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways;

IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 237 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties for which a suitable contract will be entered into, will be sufficient to maintain all state roads constructed by the State Highway Commission or jointly by the Commission and the Federal Department of Agriculture, as provided for in the Federal Aid Road Act; and

BE IT RESOLVED, that the state assumes responsibility to the Federal Government for the proper maintenance of all highways constructed in cooperation with the Federal Government under any federal act providing for cooperative road construction, the state to make whatever arrangements with the various counties it may deem necessary to meet this obligation in accordance with the laws of the State of Oregon and the Federal Aid Road Act, and any other Federal Law that may have been, or may be, enacted to further road improvement in the State of Oregon.

17. Location, nature, and extent of deposits of local materials suitable for use on this project

from Snake River.

(Where practicable show by distinguishing marks on sketch map.)

18. Location and length of each bridge to be built or rebuilt requiring a length of more than 20 feet

Structure approximately 850 feet in length.

(Designate each by the same distinguishing marks as on sketch map.)

19. State's share of cost of construction will be provided by **State of Oregon for both Oregon and Idaho.**

(State or (and) county.)

20. Amount of funds which are / will be available for construction: (*a*) State **of Oregon, $55,206.25 and any additional amounts required. Sale of bonds authorized.**

(Amount.) (Date of statute.)

RESOLUTION

For Oregon share of maintenance.

In view of the fact that the State Highway Commission was authorized by Chapter 237, General Laws of Oregon for 1917, Section 5, Article 2, to enter into a contract with the United States Government relating to the survey, construction or improvement and maintenance of roads under the provisions of said Act of Congress, and under Section 2, Article 2 of the same Chapter, the Commission is authorized to enter into a contract with counties to assume a portion of this maintenance, and under Section 13, Article 2 of the same Chapter, the Commission is authorized to set aside sufficient funds from the one-quarter mill tax for the maintenance of state highways;

IT IS HEREBY DECLARED to be the policy of the State Highway Commission to set aside annually a sufficient amount as provided for in Chapter 237 of the Laws of 1917, which, in conjunction with those amounts contributed by various counties for which a suitable contract will be entered into, will be sufficient to maintain all state roads constructed by the State Highway Commission or jointly by the Commission and the Federal Department of Agriculture, as provided for in the Federal Aid Road Act; and

BE IT RESOLVED, that the state assumes responsibility to the Federal Government for the proper maintenance of all highways constructed in cooperation with the Federal Government under any federal act providing for cooperative road construction, the state to make whatever arrangements with the various counties it may deem necessary to meet this obligation in accordance with the laws of the State of Oregon and the Federal Aid Road Act, and any other Federal Law that may have been, or may be, enacted to further road improvement in the State of Oregon.

I, Roy A. Klein, duly appointed Secretary for the Oregon State Highway Commission, hereby certify that the above resolution was unanimously adopted by the Oregon State Highway Commission, at its regular meeting held at Salem, Oregon, on August 7, 1917, all members being present and voting, and at a special meeting held in Portland on September 25, 1917, a majority being present and voting, when an amendment was made to the original resolution to make it read as above.

Roy A. Klein

Secretary.

21. Funds for maintenance to be provided by State of Oregon.
(State or (and) county.)
from the following sources:
(Refer to statute.)

22. List of certified copies of resolutions or orders, if any, attached hereto or previously submitted, by State Highway Department respecting the State funds which are or will be available for construction

23. List of attached or previously submitted certified copies of resolutions or orders by the county or other local subdivision of the State respecting the funds which are or will be available for construction and maintenance. (See Sec. 5, Reg. 4)

24. List of forms of the contract and of the contractor's bond attached hereto or previously submitted and proposed to be used in connection with this project Oregon State Highway Department standard forms of bridge contract and contractor's bond.

25. Reconnaissance estimate of cost of project:

Made by _____ Date _____, 19____

Approximate Quantity.	Unit.	Item.	Price.	Amount.
	Cu. yds.	Excavation, ____% rock		
	Sq. yds.	Surfacing of		
450	Cu. Yds.	Class "A" Concrete	24 00	10,800 00
400	" "	Class "B" Concrete	21 00	12,600 00
1,100	" "	Excavation	5 00	5,500 00
825,000	Lbs.	Structural Steel	08	66,000 00
80,000	"	Metal Reinforcement	06	4,800 00
		Structures of 20′ span or under		
		Structures over 20′ span		
		Other items		
150	Lin. Ft.	Handrail	4 50	675 00

Length, _____ miles.

Cost, $_____ per mile.

Subtotal	$ 100,375 00
10% Engineering and Contingencies	10,037 50
Total	110,412 50

This estimate approved by:

S. A. Probert

(Title) Office Engineer

26. Amount of Federal aid desired 25,206.25
8—4356 $ 55,206.25

Not less than $30,000.00 from funds apportioned to State of Idaho, Oregon

(State in lump sum or percentage, but not both.)

27. Payment desired on completion or as work progresses As work progresses

28. Official, officials, or depository authorized by State law to receive public funds of the State or county and designated by the State Highway Department to receive Federal funds for this project Treasurer of the State of Oregon, at Salem, Oregon.

29. Additional remarks This joint interstate bridge project is to be constructed by Oregon State Highway Department under an agreement between said States of Oregon and Idaho providing that the Oregon State Highway Department will have full supervision and under which Oregon will furnish funds for its portion of the cost and also the funds to cover Idaho's share of cost.

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department.) of Oregon)

By R A Booth

Chairman
(Title of officer.)

By J B Yonn

Commissioner
(Title of officer.)

By Wm. Dubj

Commissioner
(Title of officer.)

8—4256

STATE OF IDAHO
DEPARTMENT OF PUBLIC WORKS
(Official title of Highway Department of Idaho)

By Nom J. Hall.

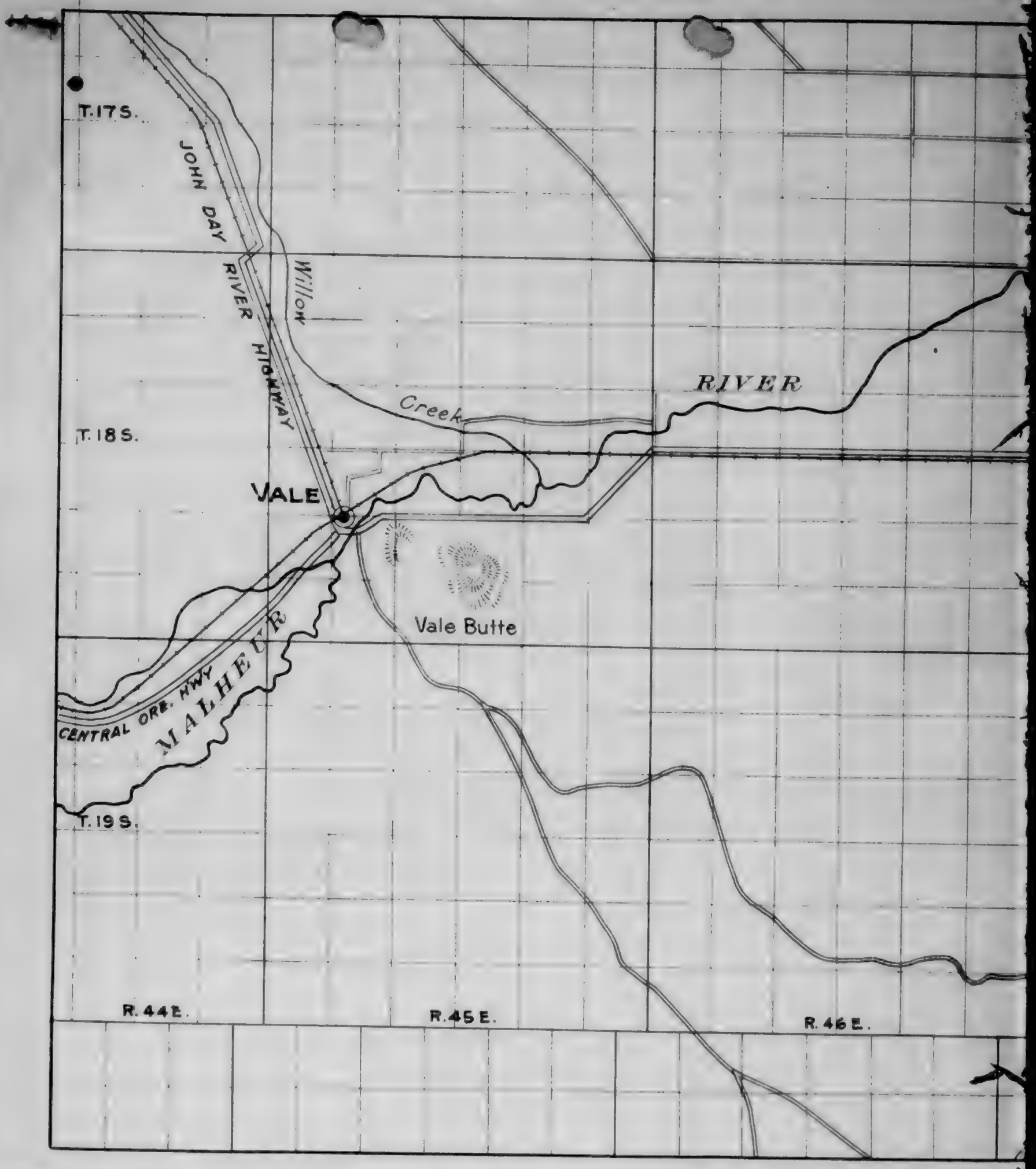
COMMISSIONER OF PUBLIC WORKS
(Title of officer)

By

(Title of officer)

By

(Title of officer)


T.17S.
JOHN DAY RIVER HIGHWAY
Willow Creek
RIVER
T.18S.
VALE
Vale Butte
CENTRAL ORE. HWY
MALHEUR
T.19S.
R.44E.
R.45E.
R.46E.

Sketch Map

OREGON STATE HIGHWAY DEPARTMENT

OLD OREGON TRAIL - MALHEUR CO.

SNAKE RIVER BRIDGE AT ONTARIO

Scale 1 in. = 10,417 ft. March 10, 1923.

Accompanying

Oregon Project Statement No. 99

March 14, 1925.

Members of the State Highway Commission.

PR 99

Gentlemen:

The purpose of this letter is to advise you that the project statements covering the construction of the interstate bridge across the Snake River have been returned executed by the Commissioner of Public Works for Idaho, Mr. Wm. J. Hall. Since these have already been signed by the members of the Oregon Commission, the same have been promptly forwarded to the United States Bureau of Public Roads.

The cooperation provided is $30,000 of Idaho Federal funds, and the State of Idaho also agrees to cooperate in the maintenance. The construction of the bridge is to be handled by the Oregon Highway Commission.

In our letter of transmittal, it was suggested that a supplementary agreement covering the obligations of both parties be executed and Mr. Hall has forwarded an agreement, a copy of which is attached, and which he has already signed. If this meets with the approval of the Commission, the same will be presented for their signatures at the next meeting.

In the matter of the third paragraph, you will recall that Mr. P. J. Gallagher, representing the County Court, agreed that Malheur County would construct and maintain a standard gravel road connection from the present Oregon state highway system to the Oregon end of the Snake River bridge at Payette and also the connection to the Oregon end of the bridge at Weiser. I have today written to the County Court of Malheur County requesting them to confirm this arrangement by suitable resolution.

Very truly yours,

Secretary.

BAK:RI

March 14, 1925.

County Court of Malheur County,
Vale, Oregon.

Attention Judge Teal

Gentlemen:

I am pleased to advise that the project statements for the Snake River bridge have been executed by the Idaho Commissioner of Public Works, Mr. Wm. J. Hall, and have been returned to this office. Inasmuch as these have previously been executed by the members of the Highway Commission, we have forwarded the copies to the U. S. Bureau of Public Roads.

In addition to the project statements, it seemed advisable to execute an agreement covering this matter, one of the clauses of which proposed by Mr. Hall is as follows:

> "The State Highway Commissioners of Oregon agree to provide for standard gravelled road connection from the present Oregon State Highway System to the Oregon end of the bridge over Snake River at Payette, Idaho and, also, from the Oregon State Highway to the Oregon end of the bridge across the Snake River at Weiser, Idaho."

This same matter came before the Commission at a recent meeting at which Hon. P. J. Gallagher was present. Mr. Gallagher stated that he felt certain the County of Malheur would agree to grade and gravel these connections to standard if the bridge project could be consummated.

In order to complete the record, therefore, it is requested that the county, by suitable resolution, advise the Commission of their willingness to undertake the construction and maintenance of standard gravel roads connecting the Oregon Highway System to the Snake River bridges at Payette and Weiser. We would be pleased to have your consideration of this matter at your early convenience so that the agreement may be executed by the Oregon Commission at their next meeting, which will be held in Portland on March 27.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION,

By

Secretary.

RAK:HI

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No.....

POST OFFICE BUILDING,
PORTLAND, OREG.

March 20, 1923.

RECEIVED
MAR 22 1923
OR...

Mr. Herbert Nunn,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We have your letter of March 19th regarding maintenance on Oregon Project 99 (Idaho 70), Ontario Bridge. In forwarding the project statement we called attention to the fact that maintenance is to be handled jointly by the two States and believe that this can be properly covered in the project agreement.

We should have at least two executed or certified copies of the agreement between Oregon and Idaho, unsigned copies of which were forwarded to us on March 15th. It would seem that there should be some more detailed agreement between the states setting forth the manner in which the work is to be carried on and giving Oregon exclusive control over the design and construction.

We have asked that consideration of the project statement be expedited as much as possible.

Yours very truly,
C. H. PURCELL, District Engineer.

By _____
Acting

The Bureau of Public Roads,
Post Office Bldg.,
Portland, Oregon.

May 8th, 1923.

PR - 99

Gentlemen:

Herewith we are enclosing two certified copies of the agreement executed between the State Highway Departments of Idaho and Oregon, relative to the bridge across the Snake River at Ontario, Oregon Federal Aid Project #99.

When the project reaches the status of actual construction, it is our intention to enter into a more detailed agreement, covering the construction with the State of Idaho.

In view of possible changes which may occur prior to that time in either the Idaho or Oregon Highway officials, it does not seem advisable to execute this detailed agreement at the present time.

Yours very truly,

ROY A. KLEIN,
State Highway Engineer.

By

Office Engineer.

Dict. by Mr. J. W. De Souza

KK

Enc.

Mr. Wm. J. Hall,
Commissioner of Public Works,
Boise, Idaho.

May 8th, 1923.

Dear Sir:

Herewith we are returning to you one copy of the agreement executed by the Idaho Department of Public Works and the Oregon State Highway Commission, relative to the bridge across the Snake River near Ontario.

We regret the delay in returning this to you, but it has been held up pending the satisfactory adjustment with Malheur County of the matters covered under clause 3.

When the structure reaches the stage of actual construction, it is very probable that we will wish to enter into a further agreement covering in detail the matters of design, construction and inspection of the structure.

For your information, we might advise that the test borings for the bridge already have been made.

Very truly yours,

State Highway Engineer.

Dict. by Mr. J. W. De Soura

EE

Encl.

_C_O_P_Y_

Boise, Idaho.

May 19, 1923.

PK 99

Old Oregon Trail,
Idaho Pacific Highway,
Ontario Bridge.

Mr. George K. Aiken,
Ontario, Oregon.

Dear Mr. Aiken:-

Regarding the short strip of road between the northerly end of the Ontario Bridge and the main state highway between Fruitland and Payette.

This has been designated as a state highway included in the Idaho seven per cent Federal aid system. It is the intention of the Department to improve this road as soon as funds are available. I understand that the title to the right of way through the cut leading to the bridge is held by a bridge trustee board or commission in Ontario. Will you kindly have the title to this right of way transferred to the State of Idaho and send me the deed.

Kindly let me hear from you.

Yours very truly,

(Signed) W. J. HALL,

Commissioner.

WJH'R

FORM 8 10557-5000-10-22

R. A. BOOTH, EUGENE, CHAIRMAN
J. E. YEON, PORTLAND
W. B. BARRATT, HEPPNER
COMMISSIONERS

ROY A. KLEIN, SECRETARY AND ASSISTANT ENGINEER

HERBERT NUNN
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION

SALEM

La Grande, Oregon,
March 20, 1923.

RECEIVED
MAR 22 1923

Proposed bridge over
Snake River near Ontario.

Mr. Herbert Nunn,
State Highway Engineer,
Salem, Oregon.

Attention Mr. Klein.

Dear Sir:

This is to acknowledge receipt of your communication of the 19th instant with regard to cooperation between Idaho and Oregon in building Snake river bridge, and connections between Ontario and the Idaho - Pacific Highway, and Weiser and Payette on the Old Oregon Trail.

I will make a trip to Ontario the latter part of this week, at which time I will be pleased to take the matter up with Judge Test and look over the projects on the ground, and estimate the cost as near as possible of building a standard grade macadam road between the Old Oregon Trail and the Weiser and Payette bridges.

You are of course aware that I cannot give an exact estimate without a survey, but can give a very close approximation of the cost after I have ascertained the chatacter of the work and the location of the surfacing materials.

Very truly yours,

R H Baldock
Division Engineer.

RHB V

cc -- Judge E. H. Test.

March 19, 1923

Hon. E. H. Test,
County Judge of Malheur County,
Vale, Oregon.

Dear Sir:

In reply to yours of March 17th relative to the construction of the standard graveled road connections between the ends of the interstate bridges at Payette and Weiser and the Oregon Highway system, think perhaps the best record of this matter would be the extract from the minutes of the Commission meeting of February 6th, reading as follows:

"P. J. Gallagher spoke of the interstate bridge at Ontario, stating that the Commercial Club of Ontario had taken up the matter with the Department of Public Works in Idaho. The following telegram was received from the Idaho authorities relating to this matter:

"Boise, Ida. 12:48 P. Feb. 6, 1923.

R. A. Booth, Chairman,
State Highway Commission,
Imperial Hotel,
Portland, Ore.

Referring to bridge over Snake River near Ontario Period Idaho has no state funds available for use on this bridge Period The Department of Public Works will however set aside twenty five thousand dollars out of Idahos federal aid allotment Comma subject to approval of Bureau Public Roads Comma for use in construction of a new bridge at this point Period This allotment to be subject to a project statement being filed by Oregon not later than April fifteenth next Period Above subject to construction of standard surfaced road connections between end of Payette bridge and end of Weiser bridge and present constructed Oregon State highway system.

Wm. J. Hall,
Commissioner Public Works."

"Mr. Gallagher in behalf of the county stated that the county would grade and surface to market road standards the connections

between the Oregon Trail and the ends of the Payette and Weiser bridges. The Commission stated that they would be willing to proceed on that basis; i. e., using $25,000 of Idaho's Federal Aid funds and taking up the balance with Oregon Federal Aid funds and Oregon State funds. Mr. McKesson of the Bureau of Public Roads was present and said that he did not think such an arrangement could be worked out unless Idaho state funds were made available to match Idaho's Government funds. The matter was left open for further consideration until the Bureau of Public Roads can determine the matter definitely."

In the matter of estimates on the cost of this improvement, we have requested Mr. Baldock to look over the two projects in the near future and he will call on you when he is in that vicinity.

As to the time limit when these projects were to be completed, beg to advise that this does not appear to be covered in the matter of a definite date, but it would probably be understood that this was to be done when the Ontario bridge was completed and the Idaho money had been turned over. However, I find in our correspondence the following telegram from Mr. Aiken to Mr. Gallagher, reading as follows; which throws some light on this subject:

"Boise, Ida. 12:45 P. Feb. 6, 1923.

P. J. Gallagher,
Hotel Portland,
Portland, Ore.

Condition in Halls message to Booth regarding Payette and Weiser connections with Old Oregon Trail is to be effective when Idaho prepares projects and provides its state funds for cooperation in building bridges at those points Hall claims this is remote possibility and cannot be done for several years at best Explain this to our Commission.

Geo. K. Aiken."

Very truly yours,

Secretary.

BAK:LM

Form 1204

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	NMs
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	NMs
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT 126 BROADWAY, PORTLAND, ORE.

B80PO H 57 COLLECT

BOISE IDA 1243P FEB 6 1923

PR 99

P J GALLAGHER

C25 HOTEL PORTLAND PORTLAND ORG

CONDITION IN HALLS MESSAGE TO BOOTH REGARDING PAYETTE AND WEISER CONNECTIONS WITH OLD OREGON TRAIL IS TO BE EFFECTIVE WHEN IDAHO PREPARES PROJECTS AND PROVIDES ITS STATE FUNDS FOR COOPERATION IN BUILDING BRIDGES AT THOSE POINTS HALL CLAIMS THIS IS REMOTE POSSIBILITY AND CANNOT BE DONE FOR SEVERAL YEARS AT BEST EXPLAIN THIS TO OUR COMMISSION

GEO K AIKEN

1258P

to say.

ill you kindly give us an estimate of the cost of your [illegible] and advise us when this may be expected under the terms of the agreement.

[illegible]

[illegible]

OFFICE OF
COUNTY COURT
E. H. TEST, JUDGE

COUNTY COURT MEETS THE FIRST WEDNESDAY IN EACH MONTH

Civil Proceedings
Commissioners' Proceedings
Probate Court
Juvenile Court

COMMISSIONERS
FRANK M. VINES
GILBERT W. DEAN

RECEIVED
MAR 19 1923

Malheur County
Oregon

VALE, OREGON, March 17th, 1923

REFERRED TO
RUK
BY H. N.
PR 99

Mr. Roy A. Klein, Secretary,
State Highway Commission,
Salem, Oregon.

Dear Sir:-

I have your favor of March 14th, regarding the building of a standard travelled road from the State Highway to the bridge at Weiser and to the bridge at Payette, we have never been properly advised as to the agreement or promise made by Mr. Gallagher to your Highway Commission, please advise me just what Mr. Gallagher promised the Commission Malheur County would do in this matter, as the same was never submitted by him to the County Court.

We are very particular in making promises and in doing what we agree to do and to paying our bills when due, and do not want to make any agreement until we know something of the cost and our ability to pay.

Will you kindly give us an estimate of the cost of your standard travelled road at your earliest convenience, and advise us when this road has to be constructed under the terms of the agreement.

An early reply will oblige

Yours truly,

County Judge.

March 19, 1923

Bureau of Public Roads,
Postoffice Building,
Portland, Oregon.

Attention Mr. C. H. Purcell.

Gentlemen:

Please note in the project statement for Oregon project No. 99, interstate bridge at Ontario, that while provision was made for joint maintenance by both Idaho and Oregon, formal resolution from Idaho relating to maintenance was not attached, but there was a resolution attached for the Oregon share.

We would like to have the matter of maintenance definitely covered in the agreement and perhaps you will wish to call it to the attention of the proper reviewing officers when this project is finally passed upon.

Very truly yours,
OREGON STATE HIGHWAY COMMISSION,
By
Secretary.

BAK:LM

March 19, 1923

Mr. R. H. Baldock,
Division Engineer,
La Grande, Oregon.

Dear Sir:

You have noted, no doubt, in the minutes of February 6th and March 1st, references to the Snake River bridge at Ontario.

This matter has now been carried a step further and the project statements have been signed by both the Oregon Commission and the Commissioner of Public Works of Idaho. The Commissioner of Public Works of Idaho, in sending back the project statement, has suggested the following agreement be made between the two states, the provisions of which are as follows:

"State of Idaho is to allot $30,000.00 from the allotment of Federal Aid apportioned to Idaho, balance of the cost of construction to be provided by Oregon.

Idaho will designate a road from what is known as Ontario Corner on Idaho Pacific Highway to the Idaho end of Ontario brid e as a State Highway to be known as Ontario Branch of Idaho Pacific Highway.

Oregon State Highway Commission will provide standard graveled road, connections from present Oregon State Highway system to Oregon end of bridge over Snake river at Payette, Idaho, and also to the Oregon end of the bridge over the Snake river at Weiser, Idaho."

The third condition, y u will note, refers to the construction of a standard graveled road between the ends of the Payette and Weiser bridges to a connection with the Oregon State Highway system. Mr. Gallagher indicated that this would be handled by the County Court of Malheur County and constructed on market road standards. Mr. Hall, no doubt, refers to it as a standard graveled road and I presume by that he means a state highway standard.

It is my understanding, from a talk with Mr. Whitmore, that the market roads which they have constructed themselves, do not differ materially from the highway department standards in Malheur County, so it is not thought that there would be any difference on that point.

I took this matter up with Judge Test and in reply received the following letter:

"I have your favor of March 14th, regarding the building of a standard graveled road from the State Highway to the bridge at Weiser and to the bridge at Payette, we have never been properly advised as to the agreement or promise made by Mr. Gallagher to your Highway Commission, please advise me just what Mr. Gallagher promised the Commission Malheur County would do in this matter, as the same was never submitted by him to the County Court.

We are very particular in making promises and in doing what we agree to do and to paying our bills when due, and do not want to make any agreement until we know something of the cost and our ability to pay.

Will you kindly give us an estimate of the cost of your standard graveled road at your earliest convenience, and advise us when this road has to be constructed under the terms of the agreement.

An early reply will oblige."

Would be pleased to have you visit Ontario in the near future and make an estimate for Judge Test on the improvement of these two connections so that the agreement may be completed if they are willing to do this.

Mr. Gallagher's statement was that they intended to rebuild these connections any way. It may be, of course, that the cost of the connections would be in excess of the $30,000 provided by Ontario, but of this we are not advised.

Yours very truly,

Secretary.

RAK:LM

ONTARIO BRIDGE

PAYETTE COUNTY

U.S.D. F. A. PROJECT #99 & IDAHO F. A. PROJECT #70

Agreement between Oregon State Highway Commission and Commissioner of Public Works of Idaho relating to the construction of a bridge over the Snake river near Ontario, Oregon, signed to-day, provides as follows:

1. State of Idaho is to allot $30,000.00 from the allotment of Federal Aid apportioned to Idaho, balance of the cost of construction to be provided by Oregon.

2. Idaho will designate a road from what is known as Ontario Corner on Idaho Pacific Highway to the Idaho end of Ontario bridge as a State Highway to be known as Ontario Branch of Idaho Pacific Highway.

3. Oregon State Highway Commission will provide standard graveled road, connections from present Oregon State Highway system to Oregon end of bridge over Snake river at Payette, Idaho, and also to the Oregon end of the bridge over the Snake river at Weiser, Idaho.

Project Statement covering Federal Aid Project #99 of the State of Oregon and Federal Aid Project #70 of the State of Idaho signed by Commissioner of Public Works to-day. These Project Statements provide for the construction of a bridge over the Snake river near Ontario, Oregon, the bridge to be of steel truss construction on concrete piers and abutments. Total length of bridge is approximately 650 feet. Total estimated cost including 10% engineering and contingencies $40,412.50 of which $30,000.00 Federal Aid is to be provided from Idaho's Federal Aid allotment, balance to be provided from funds under control of the State of Oregon. This bridge will be constructed according to plans furnished by, and under the supervision of the Oregon State Highway Commission.

Done at Boise, Idaho,
March 14, 1923

Commissioner of Public Works.

March 14, 1923

IDAHO PACIFIC HIGHWAY

PAYETTE COUNTY

DESIGNATION OF HIGHWAY

The road from what is known locally as the "Ontario Corner" on the Idaho Pacific Highway to the Idaho end of the bridge over the Snake river near Ontario, Oregon is hereby designated as a State Highway.

This Highway which is approximately 1/2 mile long will be known as the Ontario Branch of the Idaho Pacific Highway.

The Bureau of Highways is hereby instructed to show this Highway on the maps and records of the Bureau as the Ontario Branch of the Idaho Pacific Highway.

Done at Boise, Idaho,
March 14, 1923

Commissioner of Public W

...ge of Idaho and the Federal Aid ... provided by Oregon.

...ge Bridge ...

...ge ...

...ge ...

...

AGREEMENT

This agreement, between the Oregon State Highway Commissioners and the Commissioner of Public Works, State of Idaho, concerning the funds and construction to be provided under Oregon Federal Aid Project No. 99, Witnesseth that the following conditions and facts are agreed upon by the Commissioners of Oregon and Idaho:

1. Funds to be provided by the State of Idaho are not more than $30,000.00 from the allotment of the Federal Aid apportionment to Idaho; balance of funds to be provided by Oregon.

2. The Commissioner of Public Works of Idaho agrees to designate a road from what is known as Ontario Corner on the Idaho Pacific Highway to the Idaho end of the Ontario bridge as a state highway, to be known as Ontario Branch of the Idaho Pacific Highway.

3. The State Highway Commissioners of Oregon agree to provide for standard gravelled road connection from the present Oregon State Highway System to the Oregon end of the bridge over Snake River at Payette, Idaho and, also, from the Oregon State Highway to the Oregon end of the bridge across the Snake River at Weiser, Idaho.

Oregon State Highway Commissioners

Idaho Commissioner of Public Works.

March 12,, 1923.

March 9, 1923

Hon. Wm. J. Hall,
Commissioner of Public Works,
Boise, Idaho.

Dear Sir:

There is included herewith ten copies of project statement for Federal Aid for the construction of the interstate bridge between Ontario, Oregon, and Caldwell, Idaho. These have been executed by the members of the Oregon State Highway Commission and the project statement is submitted for approval and signature.

You will recall that the original rough estimate was $100,000 but our bridge engineer, after further study, recommends a betterment of design by adding another span which brings the estimated cost up to $110,412.00, and we have taken the liberty of increasing the Idaho Federal Aid share to $30,000.

After signature we would be pleased to have all the copies returned to this office except one for your files and we will forward to the United States Bureau of Public Roads. Please note that five of the copies are marked on the first page "Oregon Project No. 99". We understand that it will be proper for the other five copies to be marked "Idaho Project No. __".

The Commission respectfully suggest that inasmuch as there will probably be a change in the personnel of the Oregon Commission that it would be a good plan to cover this whole matter in a written agreement, and if this meets with your approval will be pleased to receive your ideas in the matter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION.

By

Secretary.

BAK:M
Encls.
cc. Mr. R. A. Booth, Chairman, State Highway Commission, Eugene, Oregon.

CLASS OF SERVICE	
Telegram	
Day Letter	
Night Message	
Night Letter	

If no class of service is designated the message will be transmitted as a full-rate telegram.

COPY OF WESTERN UNION TELEGRAM

R. J. CALLAGHER,

ONTARIO, OREGON.

SNAKE RIVER BRIDGE PROJECT STATEMENTS MAILED TO HALL TODAY.

OREGON STATE HIGHWAY COMMISSION.

$1,000. The remainder of the funds can be shown as being furnished by the State of Oregon.

"There should be an agreement between the Highway Departments of the two States that Oregon shall construct the bridge, having full supervision, and that Oregon will make payments thereon to meet its share of the cost, and also advance Idaho's share of the cost, such payments to be made on estimates approved by both Highway Departments. Article I of the Project Agreement would then show funds by the States of Oregon and Idaho pursuant to this agreement, and Federal payments might be made as the work progresses. Oregon should assume maintenance of bridge and approaches.

"Some of the details of the plan will have to be worked out as various points come up, but we believe the project can be carried on substantially as outlined."

Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Form 12d

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT SALEM, ORG.

B59PO PR 27

ONTARIO ORG 240P MAR 9 1923

ROY A KLEIN

SALEM ORG

PURCELLS OFFICE VERY ANXIOUS TO HAVE PROJECT STATEMENT FORWARDED TO IDAHO HALL PROMISES TO SIGN SAME AT ONCE CAN YOU PLEASE FORWARD SAME WITHOUT DELAY WIRE ANSWER

H J GALLAGHER

257P

P. J Gallagher
Ontario.

Snake River Bridge Estimates mailed to Hall today.

by the States of Oregon and Idaho, requesting Federal aid from Idaho apportionment of $25,000 or $30,000 as may be desired, and also asking a nominal amount from the Oregon apportionment - say $1,000. The remainder of the funds can be shown as being furnished by the State of Oregon.

"There should be an agreement between the Highway Departments of the two States that Oregon shall construct the bridge, having full supervision, and that Oregon will make payments thereon to meet its share of the cost, and also advance Idaho's share of the cost, such payments to be made on estimates approved by both Highway Departments. Article I of the Project Agreement would then show funds by the States of Oregon and Idaho pursuant to this agreement, and Federal payments might be made as the work progresses. Oregon should assume maintenance of bridge and approaches.

"Some of the details of the plan will have to be worked out as various points come up, but we believe the project can be carried on substantially as outlined."

February 26, 1923

To the Members of the Highway Commission.

Gentlemen:

The following telegram has been received from P. J. Gallagher of Ontario dated February 25, 1923.

"Purcell wires he has submitted plan to commission for Snake River bridge if satisfactory could you not wire Idaho at once Test coming for next meeting trust plans will be agreed to by Idaho by that time so we can close with all parties if necessary we can see Hall."

For convenience I am quoting Mr. Purcell's letter of February 20th to the Commission:

"We have been in communication with the Washington office regarding Federal aid for the Snake river bridge at Ontario, and believe we have a system outlined which will be satisfactory to both States.

"A joint Project Statement should be prepared and signed by the States of Oregon and Idaho, requesting Federal aid from Idaho apportionment of $25,000 or $50,000 as may be desired, and also asking a nominal amount from the Oregon apportionment - say $1,000. The remainder of the funds can be shown as being furnished by the State of Oregon.

"There should be an agreement between the Highway Departments of the two States that Oregon shall construct the bridge, having full supervision, and that Oregon will make payments thereon to meet its share of the cost, and also advance Idaho's share of the cost, such payments to be made on estimates approved by both Highway Departments. Article I of the Project Agreement would then show funds by the States of Oregon and Idaho pursuant to this agreement, and Federal payments might be made as the work progresses. Oregon should assume maintenance of bridge and approaches.

"Some of the details of the plan will have to be worked out as various points come up, but we believe the project can be carried on substantially as outlined."

It is presumed that the reason Mr. Purcell refers to $1,000 as a nominal amount from the Oregon apportionment is that we have almost reached the limit of the 1923 Federal money. However, since then the July 1, 1923 - June 30, 1924 allotment has been made therefore this amount could be expended if desired.

For convenience I am quoting the first telegram from W. J. Hall, Director of Public Works of Idaho, dated February 6th, 1923.

> "Referring to bridge over Snake River near Ontario Period Idaho has no state funds available for use on this bridge Period The Department of Public Works will however set aside twenty five thousand dollars out of Idaho's Federal aid allotment Comma Subject to approval of Bureau Public Roads Comma for use in construction of a new bridge at this point Period This allotment tobe subject to a project statement being filed by Oregon not later than April fifteenth next Period Above subject to construction of standard surfaced road connections between end of Payette bridge and end of Weiser bridge and present constructed Oregon State Highway System."

The Commission will recall that this project was first proposed a 50-50 project each state to put in $25,000 and the Government $50,000 taking $25,000 from the Federal Aid funds of each state and that Mr. Hall's telegram was the first advice to the contrary. At the meeting February 6th in commenting on Mr. Hall's telegram, Mr. Gallagher stated that Malheur County would construct the connections between the ends of the Weiser and Payette bridges and the Old Oregon Trail to market road standards without expense to the state.

Mr. Gallagher also stated that on account of Idaho not having furnished any state funds that no cooperation would be expected by Idaho from Oregon on the bridges at Payette or Weiser. This has not been confirmed by Mr. Hall.

A further telegram having a bearing on this is Mr. Geo. K. Aiken's telegram to Mr. Gallagher dated February 6th.

"Condition in Hall's message to Booth regarding Payette and Weiser connections with Old Oregon Trail is to be effective when Idaho prepares projects and provides its state funds for co-operation in building bridges at these points Hall claims this is remote possibility and cannot be done for several years at best Explain this to our Commission."

There would seem to be no reason why Idaho could not increase its Federal aid apportionment to take up its lack of state money under the arrangement proposed by Mr. Purcell. That they might consider this is indicated in Mr. Aiken's telegram to Mr. Gallagher dated February 8th.

"Do we understand aright that question of bridge depends upon whether or not Idaho's share of Federal funds are available Stop Answering that question put to him directly Mr. Hall assured us that they were available and further said that if necessary he would make the Idaho allotment thirty thousand if needed See Klein and Purcell about this and wire us Doolittle wrote you about another matter."

It would seem advisable that the improvement of the connection from the east end of the bridge to the Idaho system be covered in an agreement or that it be made a part of the project. At the present time there is a deep cut on the Idaho side with a 7½% grade which was constructed by means of private subscriptions raised in Ontario some years ago.

The whole matter is reviewed herewith as it will come up for consideration at the next meeting, March 1st.

Yours truly,

Secretary.

RAK:LM

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

Form 1204

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT 437 STATE ST., SALEM

B7POBU 50 BLUE

ONTARIO ORG 905A FEB 25 1923

ROY A KLEIN

SALEM ORG 100

PURCELL WIRES HE HAS SUBMITTED PLAN TO COMMISSION FOR SNAKE RIVER BRIDGE IF SATISFACTORY COULD YOU NOT WIRE IDAHO AT ONCE TEST COMING FOR NEXT MEETING TRUST PLANS WILL BE AGREED TO BY IDAHO BY THAT TIME SO WE CAN CLOSE WITH ALL PARTIES IF NECESSARY WE CAN SEE HALL

P J GALLAGHER

952A

Telephone No. 1348 K

Telephoned To R A Klein

Time 25 FEB ~~AM~~ 10 19

By Br To Be

There should be an agreement between the Highway Departments of the two States that Oregon shall construct the bridge, having full supervision, and that Oregon will make payments thereon to meet its share of the cost, and also advance Idaho's share of the cost, such payments to be made on estimates approved by both Highway Departments. Article I. of the Project Agreement would then show funds by the States of Oregon and Idaho pursuant to this agreement, and Federal payments might be made as the work progresses. Oregon should assume

HN

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS,
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.....

POST OFFICE BUILDING,
PORTLAND, OREG.

PR 99

RECEIVED
FEB 21 1923

February 20, 1923.

3

Mr. Herbert Nunn,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

We have been in communication with the Washington office regarding Federal aid for the Snake river bridge at Ontario, and believe we have a system outlined which will be satisfactory to both States.

A joint Project Statement should be prepared and signed by the States of Oregon and Idaho, requesting Federal aid from Idaho apportionment of $25,000 or $30,000 as may be desired, and also asking a nominal amount from the Oregon apportionment - say $1,000. The remainder of the funds can be shown as being furnished by the State of Oregon.

There should be an agreement between the Highway Departments of the two States that Oregon shall construct the bridge, having full supervision, and that Oregon will make payments thereon to meet its share of the cost, and also advance Idaho's share of the cost, such payments to be made on estimates approved by both Highway Departments. Article I. of the Project Agreement would then show funds by the States of Oregon and Idaho pursuant to this agreement, and Federal payments might be made as the work progresses. Oregon should assume

HN
Copies to Wenatchee Co.

maintenance of bridge and approaches.

Some of the details of the plan will have to be worked out as various points come up, but we believe the project can be carried on substantially as outlined.

Very truly yours,

C. W. Bowen

District Engineer.

Form 1204

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT 126 BROADWAY, PORTLAND, ORE.

A39PO PL 110 5 EXTRA

BOISE IDA 1248P FEB 6 1923

R A BOOTH

392 CHAIRMAN STATE HIGHWAY COMMISSION IMPERIAL HOTEL PORTLAND ORG REFERRING TO BRIDGE OVER SNAKE RIVER NEAR ONTARIO PERIOD IDAHO HAS NO STATE FUNDS AVAILABLE FOR USE ON THIS BRIDGE PERIOD THE DEPARTMENT OF PUBLIC WORKS WILL HOWEVER SET ASIDE TWENTY FIVE THOUSAND DOLLARS OUT OF IDAHOS FEDERAL AID ALLOTMENT COMMA SUBJECT TO APPROVAL OF BUREAU PUBLIC ROADS COMMA FOR USE IN CONSTRUCTION OF A NEW BRIDGE AT THIS POINT PERIOD THIS ALLOTMENT TO BE SUBJECT TO A PROJECT STATEMENT BEING FILED BY OREGON NOT LATER THAN APRIL FIFTEENTH NEXT PERIOD ABOVE SUBJECT TO CONSTRUCTION OF STANDARD SURFACED ROAD CONNECTIONS BETWEEN END OF PAYETTE BRIDGE AND END OF WEISER BRIDGE AND PRESENT CONSTRUCTED

of federal funds to $30,000 if necessary.

Very truly yours,

Secretary.

RAB:LM

...RVICE	SYMBOL
...tter	Blue
...t Message	Nite
...ight Letter	N L

...name of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Form 1204

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT 126 BROADWAY, PORTLAND, ORE.

SHEET TWO

OREGON STATE HIGHWAY SYSTEM

WM J HALL COMMISSIONER PUBLIC WORKS

106P

...of federal funds to $30,000 if necessary.

Very truly yours,

Secretary.

RAK:LM

Form 1206

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT

B67PO XA 67 BLUE

ONTARIO ORG 403P FEB 8 1923

P J GALLAGHER

CARE MARION HOTEL SALEM ORG

DO WE UNDERSTAND ARIGHT THAT QUESTION OF BRIDGE DEPENDS UPON WHETHER OR NOT IDAHOS SHARE OF FEDERAL FUNDS ARE AVAILABLE STOP ANSWERING THAT QUESTION PUT TO HIM DIRECTLY MR HALL ASSURED US THAT THEY WERE AVAILABLE AND FURTHER SAID THAT IF NECESSARY HE WOULD MAKE THE IDAHO ALLOTMENT THIRTY THOUSAND IF NEEDED SEE KLEIN AND PURCELL ABOUT THIS AND WIRE US DOOLITTLE WROTE YOU ABOUT ANOTHER MATTER

GEO K AIKEN

525P

which would indicate that the State of Idaho would raise their share of federal funds to $30,000 if necessary.

Very truly yours,

Secretary.

RAK:M

February 13, 1925

To the Members of the Highway Commission.

Dear Sirs:

Mr. Gallagher handed me the following telegram Friday:

"Ontario, Ore. Feb. 8, 1925

F. J. Gallagher,
Care Marion Hotel,
Salem, Ore.

Do we understand aright that question of bridge depends upon whether or not Idahos share of federal funds are available Stop Answering that question put to him directly Mr. Hall assured us that they were available and further said that if necessary he would make the Idaho allotment thirty thousand if needed see Klein and Purcell about this and wire us Doolittle wrote you about another matter.

Geo. K. Aiken"

which would indicate that the State of Idaho would raise their share of federal funds to $30,000 if necessary.

Very truly yours,

Secretary.

BAK:LM

Counts to be covered by agreement between Oregon and Idaho on Interstate bridge at Ontario

(1) Construction of bridge to be submitted as joint Federal aid project by state of Oregon and Idaho.

(2) Oregon to be prepared, contract awarded and construction supervised by Oregon.

(3) Payments to contractors to be made by state of Oregon.

(4) Idaho to be furnished with final statement of cost and copies of monthly estimate.

(5) Federal funds to be collected by Oregon.

(6) Idaho share to be $30,000.00 from Idaho Federal aid allotment.

(7) Oregon share from State funds and Oregon F.A. allotment, to cover balance of cost.

(8) Maintenance of structure to be assumed by Oregon. ? ~~but not~~

(9) Malheur County is to build & maintain Oregon ~~approaches~~ and connections with State Hwys at Weiser & Payette Br over Snake River.

May 18, 1925.

Mr. Fred C. Nickemeyer,
Box 341,
Baker, Oregon.

Dear Sir:

Yours of the 16th received regarding your claim against Mr. R. W. Stevenson.

In reply will say that the last payment made to Mr. Stevenson was for work accomplished up to March 10th. Payment for work accomplished subsequent to that date, which will be the final payment in connection with the contract, has already been vouchered and will be ready for payment in the near future. The total amount of this payment is $3,850.31 and we think it will be made in about two weeks.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Gleisyer,
Chief Clerk.

HBG:LM

Baker Ore. May. 16. 1925.

State Highway Commission.
Salem Ore.

Dear Sirs:

I received a letter from R. V. Stevenson who has contract No 734 saying that he has not yet received a check for the April estimate and therefore my money was not due.

If this is the case Mr Stevenson is right but I do not understand the delay in this matter as heretofore the check for the estimate was always in by the end of the month and I always received my money.

Mr Stevenson requested me to write you, so that the payment for the April estimate would not be held up.

Kindly advise me as to the particulars in this matter and let me know if Mr Stevenson has received the check for the April estimate, from which I am to recive my money and not from the final settelment of this contract. Thanking you for this information

Yours Respectfully
Fred L Eichlmeyer
Baker Ore. Box 341

PG 1024

May 16, 1925.

Mr. Fred C. Hickmeyer,
Baker, Oregon.

Dear Sir:

With further reference to the matter of your claim against Mr. E. W. Stevenson in connection with his contract for the surfacing of Unit No. 1, Dufur-White River Section of The Dalles-California Highway, which claim amounted to $695.55, will say that we have today received a letter from Mr. Stevenson, copy of which is enclosed for your information.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. A. Glaisyer,
Chief Clerk.

HAG:LM
Encl.

Denver Colo
May 14 - 20

State highway engineer
Salem Ore

Dear Sir

your letter of 11 Received
our Eckmeyer has a claim
of about the amount he claims
He had a sub Contract in pet
and his contract provides he is to
receive his money from me as
I receive it from State,
as I have not received either
estimate or final payment his
money is not due
His money will be paid according to
Contract
Hoping this explanation is satisfactory

Yours truly

R M Stevenson

NOTED
H. B. CLAISYL

734 — 99-102

May 11, 1925.

Fidelity & Deposit Company of Maryland,
c/o R. E. Pinney, Agent,
Oasco Building,
Portland, Oregon.

Gentlemen:

This letter is to advise you that we have received from Mr. Fred C. Hickmeyer, Box 341, Baker, Oregon, a letter in which he advises that he has a claim against R. W. Stevenson in amount $396.65 which claim is for services rendered Mr. Stevenson in connection with state highway contract No. 734, awarded to Mr. Stevenson by the Highway Commission, being for the surfacing of Unit No. 1, Dufur-White River Section of the Dalles-California Highway.

We are giving you this information as it appears that the Fidelity & Deposit Company of Maryland are surety on the bond given by Mr. Stevenson in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Gleisyer,
Chief Clerk.

HBG:LM

cc. Mr. R. W. Stevenson, Dufur, Oregon.

May 11, 1925.

Mr. Fred C. Kickimeyer,
Box 341,
Baker, Oregon.

Dear Sir:

We have your letter of the 9th inst. advising us of your claim against Mr. R. W. Stevenson in connection with his contract No. 784 for the surfacing of Unit 1 of the Dufur-White River Section of The Dalles-California Highway. This claim is in amount of $595.65.

In reply to your inquiry will say that final payment has not yet been made to Mr. Stevenson. While this contract has been completed, it may be a matter of a month or so before the warrant is mailed.

For your further information will say that Mr. Stevenson furnished the Highway Commission a surety bond which was for the purpose of protecting all labor and material claims. In the event you do not secure satisfaction from Mr. Stevenson would suggest that you take the matter up with the surety. The surety in this instance is the Fidelity & Deposit Company of Maryland, R. E. Pinney, Agent, Casco Bldg., Portland, Oregon. In the event that you do not secure satisfaction from the surety, you still have recourse to action in the courts as provided by Section 2991 of the Oregon laws.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:MR

to settle with me for work done on this job.
As the time is long past due, I have written him several times at Mt Vernon Wash. but get no reply from him. Kindly advise me what it will be necessary for me to do to collect this account.
My claim is $595.65 Thanking you for this information.

Yours Respectfully
Fred L Eickmeyer
Baker Co.
Box 341.

Sheriff + Deputy Co. Attorney
P.C. Pinney, Grace Seely
Asst. Assist #, Mayor, Chief Police

AUDITOR
H. B. C

May 7, 1925.

Fidelity & Deposit Company of Maryland,
c/o Clarence D. Porter, Manager,
Osmo Building,
Portland, Oregon.

Gentlemen:

In reply to your letter of the 6th inst. concerning the contract awarded to R. W. Stevenson for work in Wasco County, will say that this project is practically complete; however, final payment has not yet been made.

Complying with your request we shall make no further payment to Mr. Stevenson until we receive written notice from you that it is satisfactory to you to do so.

In connection with claims filed in this office, will say that we have record of only one and that is the one of a man by the name of B. H. Johnson who filed his claim for labor in the amount of $30.00. This was received November 5, 1924. We have no knowledge of any other claims.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

99-102 A.

April 28, 1923

Mr. C. W. Wemzer,
Division Engineer,
The Dalles, Oregon.

Dear Sir:

We wish to call to your attention what appears to us to be the very unsatisfactory condition in which contractor R.W. Stevenson left the stock piles of maintenance materials on Unit No. 1 of the Dufur-White River Section.

The cross-sections indicate that the materials left at about Station 1352 were not piled at all, but simply scattered over the stock pile site. The pile, if it could be called such, is 117 feet long by 74 feet wide. About half of it is from three to four feet in height and the other half might average as much as eighteen inches in height. Over very considerable areas the materials are less than twelve inches in depth.

Materials deposited in this manner are not furnished in accordance with specifications, and they cannot be measured with accuracy. There will undoubtedly be considerable loss of materials, and extra expense in picking the materials up.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

SHP L

cc- J. E. Peck,
Resident Engineer,
Tygh Valley, Oregon.

OQ 1022

April 24th, 1925.

Hansen & Rowland, Inc.,
Tacoma Bldg.,
Tacoma, Washington.

Attention Mr. L. A. Widell

Dear Sir:

In reply to your letter of the 21st inst., will say that Mr. R. W. Stevenson completed his contract for the construction of Unit 1 of the Dufur-White River Section of The Dalles-California Highway on April 16, 1925. Final payment has not yet been made, however, and we expect that this will be accomplished within the next three or four weeks.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Claisyer,
Chief Clerk.

HBC:HR

DELITY AND DEPOSIT COMPANY

OF MARYLAND

FIDELITY *and* SURETY BONDS *and* BURGLARY INSURANCE

Tacoma Building

TACOMA, WASH.

HANSEN & ROWLAND, INC.
District Agents
PHONE MAIN 393

Completed April 16, 1925

April 21, 1925

State Highway Department
Salem, Oregon

Gentlemen:

RE: BOND #32320 - R. W. STEVENSON
CONT. STATE OF ORE. FOR SURF. UNIT #1
DUFUR-WHITE RIVER SECT.OF DALLES-CALIF

Kindly advise us the date the above contract was officially accepted as completed, and greatly oblige.

Very truly yours,

x 134

HANSEN & ROWLAND, Inc.

By L. A. Windell

LW:E

Total Paid to Mar-1 $36,221.[illegible]
Retained - " 2,85[illegible].00
90% Completed [illegible]

H B C

33 PT

Mr. C. W. Wanzer,
Division Engineer,
The Dalles, Oregon.

April 21, 1926

Dear Sir:

We are returning herewith Extra Work Order No.1 under Contract No. 734.

It is stated upon the face of the order that the material to be furnished and the work to be done under this order are to be furnished and performed by state forces. This being the case, we see nothing under the order that is payable under the contract as Extra Work. Instead, the work seems to fall in what we chass as work performed by state forces in connection with contract jobs. Work of that class is chargeable under account Nos. 561 to 566, and no extra work order is required. In this particular instance the work should be charged under account No. 566, proper notation being made as to the particular kind of work involved and its location by station numbers.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

SHP L
Enc

cc-J. E. Peck.
Resident Engineer
Tygh Valley, Oregon.

OR 1022

...—8-28

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Dec - 21 -, 1925

Job Name Deschutes River Unit No 1

Week from 13 to 21

Mail Address Tyg to Valley

Highway Pacific Coast

Telegraph or Telephone Address " "

County Wasco Job Prefix 228 F

Express and Freight Address Maupin

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

This week finished
excavation at Retaining Wall Number One
and began placing concrete
Work is progressing satisfactorily

NOTED
V WANZER

(See back of this sheet for instructions and detailed information.)

Signed J. E. Lesh

Title Res Engr

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done 1.57

Average daily yardage placed this week 0

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... 2 *men,*

..... 2 *teams,* ..... 1 *trucks*

Percentage of total required yardage now in place .....

Surfacing will be completed about ..... Oct 10 1925

Number men in Engineering Party 1

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

09102a

March 10, 1925.

Mr. H. W. Stevenson,
Dufur, Oregon.

Dear Sir:

Your request for an extension of time on Contract No. 734, Unit No. 1, Dufur-White River Section, The Dalles-California Highway, was considered at the meeting of the Commission on February 27th and the following action was taken:

"H. W. Stevenson, contract No. 734, Unit No. 1, Dufur-White River Section, The Dalles-California Highway, requested an extension of time to April 30, 1925. The Engineer reported that this work had been unnecessarily delayed and recommended that the extension be granted subject to the payment of engineering and inspection expenses subsequent to December 31, 1924 by the contractor. Recommendation approved by the Commission."

Very truly yours,

State Highway Engineer.

LM

PR1029
#734—33PT
PQ1029

January 21, 1931.

Mr. H. W. Stevenson,
Mt. Vernon, Washington.

Dear Sir:

Receipt is acknowledged of your letter of January 20th making application for an extension of time to March 15th on your contract No. 734 - Unit 1 - Dufur-White River Section of The Dalles-California Highway in Wasco County.

Please be advised that before the matter of further extension of time on this contract can be considered by the Highway Commission it will be necessary to have the written endorsement of your surety on the bond furnished in connection with this contract consenting to such an extension. The surety in this instance is the Fidility & Deposit Company of Maryland. Kindly give the matter your early attention.

Very truly yours,

ROY A. KLEIN,
Sec'y to Highway Engineer,

By

H. B. Gleiger,
Chief Clerk.

Dict. by J. McFarland.

CC Mr. C. W. Brenner, Division Engineer, The Dalles, Oregon.

PG 102 a

The Dalles, Oregon
January 16, 1925

NOTED
State Highway Engineer

Mr. W. H. Beard
Mt Vernon,
Washington

RECEIVED
JAN 18 1925
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:

Referring to your letter written as the local agent of the bonding company who furnished the bond in connection with the R. W. Stevenson contract with the Highway Commission for the surfacing of Unit No. 1 of the Dufur-White River section of The Dalles-California Highway, beg to advise as follows, viz, the amount involved in the original contract was for $38,000.00. This will probably be increased to approximately $40,000.00 as the contract will over-run in regard to the amount of surfacing material needed, this primarily is due to the fact that the work progressed so slowly on the start that wet weather set in before he had all the base material on the road, and a soft grade resulted, which required more rock surfacing than otherwise would have been needed.

The last estimate submitted and approved was of date of December 10, 1924 and $30,613.35 was the total amount that had been allowed to that date and sent in to the Salem office and presume that Mr. Stevenson has received vouchers for the above amount less the usual retained percentage.

The contract called for the completion of the work by December 31, 1924. This office has not at the present writing received any request, (with the accompaning consent of the bonding company) for an extension of time on said contract. Mr. Stevenson may have made a request for extension of time direct to the Salem office, but if he had done so, their custom in that case is to send the same to this office for our recommendations and we have not received the same.

However, I handed a memorandum to Mr. R. A. Klein, State Highway Engineer, yesterday at the Commission meeting, that my recommendation would be to grant an extension of time to April 30th, 1925 with no penalty attached except that the contractor was to pay for all engineering and inspection costs from December 31st, 1924 to such time as the contract was completed.

Mr. Stevenson shut down operations a week or 10 days before Christmas due to snow and freezing weather conditions and has not re-

med work at this date, weather conditions not being favorable, when weather conditions and subgrade conditions are favorable, he should be able to complete his contract within three weeks or a month of good weather, if the plant works O. K.

You ask in your letter "if the contract so far has been satisfactory, if Mr. Stevenson understands this class of work and if his equipment is the right kind" and any general information that I could give you that would help you to determine whether your company should go upon future bonds.

I will be frank with you and at the same time try not to do an injustice to Mr. Stevenson.

The contract has not been satisfactory so far, though we will have a good road when completed, it has been unsatisfactory on account of the slowness with which the work progressed. Ample time was allowed and the work should have been completed some time ago and could have been if the proper equipment and proper handling of the work had been used on the start, for instance, this contract which was 7.57 miles of surfacing was let or awarded on May 28th, 1924 and on the same day Unit No. 2 (joining this section on the South) for 11.25 miles (approximately 50% more surfacing involved) was also awarded and Unit No. 2 was completed and accepted on October 15th, 1924, while Unit No. 1 is still uncompleted.

If Mr. Stevenson had had proper equipment and had handled his work as well as the adjoining contract was handled, he would have finished his contract long before Unit No. 2 was completed, which was on October 15th, 1924, and the public would have not been inconvenienced and would have had the benefit of the completed road.

Mr. Stevenson did not have the proper equipment or power when he started his work and it was not until considerable pressure had been brought to bear upon him by this department and the Engineer of your bonding company (who came up from San Francisco at our request) that he secured the proper and sufficient equipment to do this work, but when he did get it, it was too late in the season for him to complete the job before winter set in, as was predicted to him.

He is now well equipped to do surfacing work and has a good plant and while I do not think he had much experience in this line of work before he took this contract, I think that with the equipment he now has and the experience he has had on this job, he should be able to handle another contract of this character in a satisfactory manner, if he could not, he will not make a very successful contractor.

Yours very truly,

C. W. Wanzer,
Division Engineer.

CWW-vc

cc Roy A. Klein.

RECEIVED JAN 18 1925 State Highway Commission

#704-33P1
TR-102a

January 7, 1925.

The Aetna Casualty & Surety Company,
Betts, Lively & Pierson, Agents,
YeonBuilding,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 704 for the construction of the Tygh Grade-Dufur Section of The Dalles-California Highway in Wasco County, consisting of 9.87 miles of grading, has been completed by the contractors, Greenwood & Dunn and that final settlement will be made by the State with said contractors for work done under said contract on or after January 16th, 1925.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Gleisner,
Chief Clerk.

Dict. by J. McFarland.

Nov. 7, 1924.

Mr. Bob Stevenson.
Dufur, Oregon.

Dear Sir:

This letter is to advise you that we have today received a letter from Mr. Ben R. Johnston of 918 R. E. Avenue, Mt. Vernon, Washington, in which he states that you are indebted to him to the extent of $39.00, being a balance due him after he had received an injury on August 1st. It seems that Mr. Johnston is still laid up on account of the injury that he received and he is very much in need of the balance due him at this time.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

M. B. Glaisyer,
Chief Clerk.

HBG:ER

CC to The Fidelity & Deposit Co. of Maryland.
Hansen & Rowland, Agents.
Tacoma Building,
Tacoma, Washington.

CC to The Fidelity & Deposit Co. of Maryland.
R. E. Pinney, Agent.
Cases Building.
Portland, Oregon.

#734 Original
33 Bx T

Nov. 7, 1924.

Mr. Ben R. Johnston,
918 R. R. Ave.,
Mt. Vernon, Washington.

Dear Sir:

We have your letter of the 5th instant, advising us of your claim in amount of $30.00 against Bok Stevenson, Contractor at Dufur, Oregon.

In reply will say that in connection with this contract as well as in connection with all other state highway contracts, the contractor was required to furnish a bond to insure the satisfactory completion of the project and for the protection of all labor and material claims which may have been incurred in connection with construction. The surety on the bond of Mr. Stevenson in this instance is the Fidelity & Deposit Company of Maryland. The bond was written by Hanson & Rowland Agents, Tacoma Building, Tacoma, Washington, and counter-signed by Mr. R. E. Pinney Agent for Oregon.

Would suggest that you file your claim with Hanson & Rowland. It is likely that you will obtain some satisfaction from them as they are equally responsible for claims against the project as Mr. Stevenson. If you are still unable to secure satisfaction of your claim, then action in the courts will be necessary.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:ER

Mt Vernon Wash
Nov. 5-th '24

State Highway Board.

Gentlemen -: I am writing to you in regards to wages I have coming from Bob Stevenson the contractor who has the job of graveling at Dutch Ore.

I was injured Aug 12th and had $130 coming to me, I received $100 before I came home; I have written to Mr. Stevenson 3 times for the balance but have received no ans yet. I am not able to work and I cannot afford to lose this amount if it is small. Will it be asking too much of you to help me out on this.

I am respectfully yours.

Ben R. Johnston
919 R. R. ave
Mt Vernon
Wash.

ANSWERED
H B. Q.

FORM 22 20307 10M-9-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

PR# 102:A

IN YOUR REPLY PLEASE
REFER TO FILE No.....

The Dalles, Oregon - October 16, 1924

RECEIVED
OCT 17 1924

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Attention Mr. S. H. Probert

Dear Sir:

In accord with the usual practice regarding overrun on contracts, I am enclosing herewith copy of report submitted by Resident Engineer P. P. Whitmore, covering that feature on Contract No. 704, Grading, Dufur-Tygh Grade Sec. of The Dalles-California Highway in Wasco County.

Yours very truly,

C. W. Wanzer
Division Engineer

By _____
Office Engineer

NOTED
R. A. K.

HNH-vc
encl.

Dufur, Oregon - October 7, 1924

Mr. C. W. Wanzer
Division Engineer
The Dalles, Oregon

Dear Sir:

Enclosed is statement of overrun on the job of grading Tygh Grade-Dufur Section of The Dalles-California Highway in Wasco County.

The principal items of overrun are the solid rock and those items of construction of permanent type stock passes.

Yours respectfully,

(Signed) P. P. Whitmore

Item No. 1. Clearing and Grubbing - same as original estimate.

Item No. 2. Common Excavation - Increased uniformly thruout the section over original estimate nearly 10%. No earth cut is at all scant in width however and on the earth embankments I had the contractor crowd the toe of slope stakes so that after all settling and sloughing the road bed would be not less than the plans showed, namely, 26 feet. I also widened the sharp curves some of which were at places of exceedingly heavy fills. We also put some earth on all the rock sub-grade except the rock cut near Dufur where the old road is closely parallel.

Item No. 3. Solid Rock - Increased about 20%. We struck rock all along the line close to the surface where indications were to the contrary. Conditions were such that after opening up three miles of work sub-contractors with team outfilts would sink test holes before accepting any short piece of work.

Item No. 4. Overhaul - Underrun 34%. Wuantities of overhaul vary thru out the job from original estimate. In many places rock excavation made fills where earth overhaul was originally estimated. The swell of the rock eliminating the necessity of hauling in material.

Item No. 5. 12" Galv. Iron Pipe - About same as original Estimate.

Item No. 6. 18" Galv. Iron Pipe - Underrun on account of changes in location.

Item No. 7. 24" Galv. Iron Pipe - About the same as original estimate.

Item No. 8. 36" Galv. Iron Pipe - About the same as original estimate.

Item No. 9. Class "A" Concrete - Overrun on account of building 4 stock passes with concrete slabs.

Item No. 10. Class "B" Concrete - Overrun on account of necessity of deep footings for piers of bridge at Station 1437.

Item No. 11. Class "C" Concrete - Underrun because head walls were not necessary where the slopes were rip rapped around ends of pipes.

stock passes.

Item No. 13. Rip Rap. - Overrun 100%

I put in more than original estimate called for after observation of the stream runoff thru the winter and spring. A change in location at station 1105 to 1122 improved the alignment but necessitated additional rip rap. The highway is in a canyon along a stream channel for two miles and until slope stakes are in the quantity of rip rap can not be accurately estimated.

Item No. 14. Wood Guard Fence. - Same as original estimate.

Item No. 15. Lumber and Timber - Underrun on account of construction of rock and concrete stock pass instead of timber bridge at Station 1088/50

Item No. 16. Rubble Masonry - Overrun. Constructed 4 stock passes not in original plans.

OREGON STATE HIGHWAY DEPARTMENT—QUANTITY SUMMARY SHEET

STATEMENT OF OVERRUN

County Wasco Contract No. 704 Estimate No.

Highway The Dalles-California Work done to September 10, 1924

Section Tygh Grade-Dufur Date of beginning work January 10, 1924

Contractor Greenwood & Dann Date of completion August 15, 1924

Contractor's address 500 N. Front St. Portland Per cent of time elapsed 100

Statement of Overrun

Item	Unit	Unit Price	Preliminary Estimate		Estimate Corrected to Date		[illegible]	
			Quantity	Amount	Quantity	Amount	Quantity	Amount
							OVER RUN	
1. Clearing and Grubbing	All Required			1,250 00		1,250 00		
2. Common Excavation	Cu.Yd	37	75,000	27,750 00	82,295.70	30,449.41	7,295.7	2,699.41
3. Solid Rock Excavation	" "	1 15	35,000	40,250.00	42,270.00	48,610.50	7,270.0	8,360.50
4. Overhaul	Sta.Yd	05	18,500	925 00	12,275.00	613.75		
5. 12" Galv. Iron Pipe	Lin.Ft	1 25	2,170	2,712 50	2,178.00	2,722.50	8	10.00
6. 18" " " "	" "	2 35	840	1,974 00	724.00	1,701.40		
7. 24" " " "	" "	3 00	270	810 00	296100	888.00	26	78.00
8. 36" " " "	" "	6 00	40	240.00	36.00	216.00		
9. Class "A" Concrete	Cu.Yd.	30 00	20	600 00	49.04	1,471.20	29.04	871.20
10. Class "B" Concrete	" "	30 00	36	1,080 00	74.84	2,245.20	38.84	1,165.20
11. Class "C" Concrete	" "	25 00	95	2,375 00	63.70	1,592.50		
12. Metal Reinforcement	Pound	15	1,900	285 00	5,532.00	829.80	36.32	544.80
13. Rip Rap	Cu.Yd.	3 00	650	1,950 00	1,373.19	4,119.57	723.19	2,169.57
14. Wood Guard Fence	Lin.Ft	95	None					
15. Lumber and Timber	M-F.B.M.	82 00	52	4,264 00	31.79	2,606.78		
16. Rubble Masonry	Cu.Yd.	15 00	None		262.34	3,935.10	262.34	3,935.10
Force Account Work								
Materials Furnished by State								
Miscellaneous Costs Consisting of								
Totals				86,465 50		103,251.71		19,833.78
Contingencies and Engineering								
Grand Totals								

Include in your "Estimate Corrected to Date" absolutely every item of cost that it is possible to anticipate and, for the purpose of this report, estimate quantities liberally so that the actual final costs will be less rather than more than the total you show hereon.

P. P. Whitmore ....., Engineer

Statement of Overrun

Item	Unit	Unit Price	Preliminary Estimate Quantity	Preliminary Estimate Amount	Estimate Corrected to Date Quantity	Estimate Corrected to Date Amount	[illegible] Quantity	[illegible] Amount	[illegible] Quantity	[illegible] Amount
							OVER RUN		UNDER RUN	
1. Clearing and Grubbing	All Required			1,250 00		1,250 00				
2. Common Excavation	Cu.Yd	37	75,000	27,750 00	82,295.70	30,449.41	7,295.7	2,699.41		
3. Solid Rock Excavation	" "	1 15	35,000	40,250.00	42,270.00	48,610.50	7,270.0	8,360.50		
4. Overhaul	Sta.Yd	05	18,500	925 00	12,275.00	613.75			6,225	311.25
5. 12" Galv. Iron Pipe	Lin.Ft	1 25	2,170	2,712 50	2,178.00	2,722.50	8	10.00		
6. 18" " " "	" "	2 35	840	1,974 00	724.00	1,701.40			116	272.60
7. 24" " " "	" "	3 00	270	810 00	296100	888.00	26	78.00		
8. 36" " " "	" "	6 00	40	240.00	36.00	216.00			4	24.00
9. Class "A" Concrete	Cu.Yd.	30 00	20	600 00	49.04	1,471.20	29.04	871.20		
10. Class "B" Concrete	" "	30 00	36	1,080 00	74.84	2,245.20	38.84	1,165.20		
11. Class "C" Concrete	" "	25 00	95	2,375 00	63.70	1,592.50			31.3	782.50
12. Metal Reinforcement	Pound	15	1,900	285 00	5,532.00	829.80	36.32	544.80		
13. Rip Rap	Cu.Yd.	3 00	650	1,950 00	1,373.19	4,119.57	723.19	2,169.57		
14. Wood Guard Fence	Lin.Ft	95	None							
15. Lumber and Timber	M-F.B.M.	82 00	52	4,264 00	31.79	2,606.78			20.21	1657.22
16. Rubble Masonry	Cu.Yd.	15 00	None		262.34	3,935.10	262.34	3,935.10		
Force Account Work										
Materials Furnished by State										
Miscellaneous Costs Consisting of										
Totals				86,465 50		108,251.71		19,833.78		3,047.57
Contingencies and Engineering										
Grand Totals										

Include in your "Estimate Corrected to Date" absolutely every item of cost that it is possible to anticipate and, for the purpose of this report, estimate quantities liberally so that the actual final costs will be less rather than more than the total you show hereon.

P. P. Whitmore, Engineer in Charge.

FORM 24 25667 10M-9-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

IN YOUR REPLY PLEASE

REFER TO FILE NO.....

The Dalles, Oregon - October 8, 1924

102 A

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Attention of Mr. S. H. Probert

Dear Sir:

Referring to your letter of October 3rd, in regard to Cattle Passes built upon several sections of The Dalles-California Highway, enclosed please find detailed estimate of cost of Cattle Passes constructed upon the Greenwood & Dann ~~Dufur~~ Contractors Dufur-Tygh Grade Section, and the statement showing the amount to be paid 100% by Wasco County, amounting to $4281.10.

The Cattle Pass constructed at Station 1158/75 is to be paid for 100% by Wasco County as this did not re-place any other proposed drainage structure.

At Stations 1088/50, 1124/11 and 1297/15, we proposed in our original plans to construct a 10 foot span timber bridge, a 4 x 4 concrete box 28 feet long and 52 feet of 24 inch pipe respectively.

At these three points Cattle Passes were desired by the County Court as a r/w consideration and I agreed to have the same constructed for the County Court, they to pay the difference between the cost of the Cattle Pass and the structures originally provided. In other words, allowing them the estimated cost of the original proposed structures. Of course on the original proposed structures they would co-operate 50% as they do on all the rest of the proposed structures. By substituting the Cattle Pass for the structures originally proposed, we obtained permanent structures as well as better drainage.

I will report upon the Cattle Passes on the other sections referred too, as soon as I get the detailed information.

Yours very truly,

C. W. Wanzer

C. W. Wanzer
Division Engineer

CWW-vc
encl.

LEP

October 6, 1924

CATTLE PASSES CONSTRUCTED ON THE DUFUR-TYGH GRADE SECTION

THE DALLES-CALIFORNIA HIGHWAY IN WASCO COUNTY

Greenwood & Dann, Contractors

STATION 1088/50

7.5 Cu.Yds.	Common Excavation	@ .37	$ 2.78	
71.34 " "	Rubble Masonry	@ 15.00	1070.10	
13.31 " "	Class "A" Concrete	@ 30.00	399.30	
1383 Pounds	Metal Reinforcement	@ .15	207.45	
	Total Cost			$1679.63

Replaced a 10 ft. Span Timber Bridge

7.5 Cu.Yds.	Common Excavation	@ .37	$ 2.78	
6000 F.B.M.	Lumber & Timber	@ 82.00	492.00	
12 Cu.Yds.	Class "B" Concrete	@ 30.00	360.00	
Estimated Cost of Original Structure				$ 854.78

Amount to be paid 100% by Wasco County $ 824.85

- - - - - - - - - - -

STATION 1124/11

62 Cu.Yds.	Common Excavation	@ .37	$ 22.94	
45.48 " "	Rubble Masonry	@ 15.00	682.20	
11.63 " "	Class "A" Concrete	@ 30.00	348.90	
1383 Pounds	Metal Reinforcement	@ .15	207.45	
	Total Cost			$1261.49

Replaced a 4' x 4' Concrete Box 28' Long

30 Cu.Yds.	Common Excavation	@ .37	$ 11.10	
20 " "	Class "A" Concrete	@ 3000	600.00	
1900 Pounds	Metal Reinforcement	@ .15	285.00	
Estimated Cost of Original Structure				$ 896.10

Amount to be paid 100% by Wasco County $ 365.39

- - - - - - - - - - -

STATION 1158/75

182.5 Cu.Yds.	Common Excavation	@ .37	$ 67.55	
71.70 " "	Rubble Masonry	@ 15.00	1075.50	
12.47 " "	Class "A" Concrete	@ 30.00	374.10	
1383 Pounds	Metal Reinforcement	@ .15	207.45	
Total Cost (Replaced no other Structure)				$ 1724.58
Amount to be paid 100% by Wasco County				

STATION 1297/15

124.4 Cu.Yds.	Common Excavation	@ .37	$ 46.03	
73.82 " "	Rubble Masonry	@ 15.00	1107.30	
11.63 " "	Class "A" Concrete	@ 30.00	348.90	
1383 Pounds	Metal Reinforcement	@ .15	207.45	
	Total Cost			$1709.68

Replaced 52 Ft of 24 Inch Pipe

20 Cu.Yds.	Common Excavation	@ .37	$ 7.40	
52 Feet	24" Galv. Iron Pipe	@ 3.00	156.00	
6 Cu.Yds.	Class "A" Concrete	@ 30.00	180.00	
Estimated Cost of Original Structure				$ 343.40
Amount to be paid 100% by Wasco County				$1366.28

RECAPITULATION

Cattle Passes to be paid 100% by Wasco County, Station	1088/50	$ 824.85
	1124/11	365.39
	1158/75	1724.58
	1297/15	1366.28

Greenwood & Dann, Contractors

STATION 1088/50

7.5 Cu.Yds.	Common Excavation	@ .37	$ 2.78	
71.34 " "	Rubble Masonry	@ 15.00	1070.10	
13.31 " "	Class "A" Concrete	@ 30.00	399.30	
1383 Pounds	Metal Reinforcement	@ .15	207.45	
	Total Cost			$1679.63

Replaced a 10 ft. Span Timber Bridge

7.5 Cu.Yds.	Common Excavation	@ .37	$ 2.78	
6000 F.B.M.	Lumber & Timber	@ 82.00	492.00	
12 Cu.Yds.	Class "B" Concrete	@ 30.00	360.00	
Estimated Cost of Original Structure				$ 854.78
Amount to be paid 100% by Wasco County				$ 824.85

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	Total Cost			$1261.49

Replaced a 4' x 4' Concrete Box 28' Long

30 Cu.Yds.	Common Excavation	@ .37	$ 11.10	
20 " "	Class "A" Concrete	@ 3000	600.00	
1900 Pounds	Metal Reinforcement	@ .15	285.00	
Estimated Cost of Original Structure				$ 896.10
Amount to be paid 100% by Wasco County				$ 365.39

- - - - - - - - - - -

STATION 1158/75

182.5 Cu.Yds.	Common Excavation	@ .37	$ 67.58	
71.70 " "	Rubble Masonry	@ 15.00	1075.50	
12.47 " "	Class "A" Concrete	@ 30.00	374.10	
1383 Pounds	Metal Reinforcement	@ .15	207.45	
Total Cost (Replaced no other Structure)				$ 1724.58
Amount to be paid 100% by Wasco County				

STATION 1297/15

124.4 Cu.Yds.	Common Excavation	@ .37	$ 46.03	
73.82 " "	Rubble Masonry	@ 15.00	1107.30	
11.63 " "	Class "A" Concrete	@ 30.00	348.90	
1383 Pounds	Metal Reinforcement	@ .15	207.45	
	Total Cost			$1709.68

Replaced 52 Ft of 24 Inch Pipe

20 Cu.Yds.	Common Excavation	@ .37	$ 7.40	
52 Feet	24" Galv. Iron Pipe	@ 3.00	156.00	
6 Cu.Yds.	Class "A" Concrete	@ 30.00	180.00	
Estimated Cost of Original Structure				$ 343.40
Amount to be paid 100% by Wasco County				$1366.28

RECAPITULATION

Cattle Passes to be paid 100% by Wasco County, Station	1088/50	$ 824.85
	1124/11	365.39
	1158/75	1724.58
	1297/15	1366.28
AMOUNT TO BE PAID 100% BY WASCO COUNTY		$ 4281.10

PR 102 A

October 3, 1924

Mr. C. W. Wanzer,
Division Engineer,
The Dalles, Oregon.

Dear Sir:

We understand that a number of cattle passes have been built upon the several sections of The Dalles-California Highway, and the Sherman Highway which have been under construction during the past season in Wasco County.

Undoubtedly some, if not all, of these structures have been put in as a means of securing right-of-way, and should, therefore, be paid for in full by Wasco County. Please check upon this matter and send us a complete list of all cattle passes constructed, together with estimates of the quantities involved and such other information as will be required in the making of proper charges against the County.

Very truly yours,

ROY A. KLEIH
State Highway Engineer

By

S. E. Probert,
Office Engineer

SEP L

cc

Don also reply under PR 88

OQ-1024

September 27, 1924.

Fidelity and Deposit Company of Maryland,
Mr. R. E. Pinney, Resident Agent,
Oesco Building,
Portland, Oregon.

Gentlemen:

This letter refers to our contract No. 734 with E. W. Stevenson, covering the surfacing of Unit No. 1 of the Dufur-White River Section of The Dalles-California Highway in Wasco County, the work being described as 7.57 miles of broken stone surfacing, on which your company has furnished the surety bond. This contract was awarded on May 26, 1924 and the date of completion is set for December 21, 1924.

This is the first contract which Stevenson has had with us, and we hesitated somewhat in awarding him the contract not knowing his financial resources, construction experience and general ability to handle a job of this kind. He was very late in getting started and the progress which has been made to date on this contract is very unsatisfactory.

If we experience average weather conditions in that section of the state, the work will probably have to be closed down about November 30 on account of freezing of the subgrade, etc., so that there remains practically only two months in which to complete this job. The present daily output falls far short of completing the work on that schedule without making any allowances for breakdowns, etc., so that it will be apparent that this work must be speeded up. The plant is already operating two ten hour shifts, so we must look to other means rather than doubling up the shifts.

The present output is very small for the number of hours which are worked, and it would appear that with proper supervision, this output could be greatly increased. The contractors on the adjoining unit are turning out nearly three times as much rock each shift.

It is very important to this department that the work be completed during the present working season so as to permit the full use of this present unit as well as the adjoining unit which will be completed by the middle of October.

I would like to have your company send a representative, preferably your engineer, to look over this job and see if ways can not be found to speed it up. I would like to have him call on Mr. C. W. Wenner, our Division Engineer at The Dalles, who will be glad to confer with him on this matter.

I am taking this matter up now when there is ample time to complete the job with a greater production rather than waiting until later. The job has progressed far enough now to demonstrate to us that it will not be completed with the present output. A greater production means lower unit costs, which is an item in which you, as bondsmen, are interested.

Please give this matter your early attention, since it is a matter which is pressing and the time is short.

Very truly yours,

State Highway Engineer.

R.W.S:HI

cc C. W. Wenner, Division Engineer, The Dalles
R. W. Stevenson, Dufur, Oregon.

PQ-102a

PQ102a.

Form No. 38—22202—6M—8-23

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Job Name Grading Tygh Grade Defour

Highway Ft. Dalles-Calif

County Wasco Job Prefix 33FC

Date Aug 30, 1924

Week from Aug 24 to 30th

Mail Address Defour

Telegraph or Telephone Address "

Express and Freight Address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Grading work complete

Making up final Est

NOTED
WANZER

SEP 3 - 1924
STATE HIGHWAY COMMISSION

(See back of this sheet for instructions and detailed information.)

Signed P P Whitmore

Title Res Engr

GRADING CONSTRUCTION

Total miles of grading on project 9.87

Miles completed 9.87

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned 9.87

Miles cross-sections completed and checked 9.87

Miles to be remeasured .....

Number men in Engineering Party 2

Contractor's average force for week ..... men,

..... teams, ... steam shovels

Grading work will be completed about Complete Aug 15, 1924

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job 3370 *Percentage* 100

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

PQ-102a

The Dalles, Oregon - August 20, 1924

Mr. R. W. Stevenson
Dufur, Oregon

Dear Sir:

Referring to your contract No. 734, Unit No. 1, Dufur-White River section of The Dalles-California Highway, which contract was awarded to you May 28th, 1924 for the broken stone surfacing of 7.57 miles, I beg to advise that the progress of your work under said contract is very unsatisfactory and that unless better progress is made in the very near future, I will be compelled to take the matter up with the State Highway Engineer and State Highway Commission at the next meeting, to take such action as they may see fit along the lines of either cancelling the contract and completing the work ourselves or readvertising for bids, as it is very essential that this section of the highway be completed this fall.

The County Court whoare also interested in this contract on a 50-50 basis with the State, have been after me a number of times, in regard to the poor progress you are making on your section and are afraid that the Unit No. 2 or the Tygh Grade section, (just south of your section) will be completed, but useless on account of your section not being completed and that travel will have to use the old dangerous Tygh grade another season and which is impassable in the winter.

I have stood the County Officials and others "off" in order to give you a chance to make good, but it has now reached a point where further leniency would be fatal.

Your attention is called to that part of your contract, which calls for the date of delivery of materials for Unit No. 1 shall commence not later than July 15th, 1924 and shall proceed at a rate of not less than 200 cubic yards per day.

Your first delivery of materials was on date of August 1st, which would not have been so bad, if you had gotten out any kind of an output from and after that date, but from August 1st to August 23rd, 20 working days, our Resident

Engineer reports less than 1100 cubic yards of base material and possibly 300 cubic yards of maintenance material, an average of less than 70 cubic yards per day instead of 200 cubic yards. Furthermore, I understand you have been shut down this week which would further reduce your daily average below 70 cubic yards.

While your contract calls for the completion of your work December 31st, 1924, ordinary weather conditions will probably preclude the street work, hauling, etc., after November 15th, which gives you only about 65 working days to get out approximately 14900 cubic yards of surfacing that goes on the road (not including the 1200 yards of maintenance material) which means an average daily output of at least 220 cubic yards per day and does not allow for any "shut downs" for repairs or other delays that ordinarily have to be counted on. After November 15th you cannot count on the weather conditions, except to get out maintenance material and do your necessary street work.

Also your attention is called to that part of the contract, viz, "Blading Equipment" and your failure to provide the same, in order to properly incorporate the filler and process the same with the surfacing materials as called for in the contract.

It is with regret that I am compelled to notify you as above (this being as I understand your first contract with the State of Oregon), but the conditions justify this action, as weather and working conditions have been more than favorable for the proper progress on this work as called for in the contract.

It is requested that you outline to me immediately, what and how you propose to handle your work so as to facilitate the same and make better progress, which must be done in the very near future.

My recommendations to the State Highway Commission and State Highway Engineer may be governed to a certain extent by your answer and the showing you may make.

An early reply is requested.

Yours very truly,

C. W. Wenzer,
Division Engineer.

CWW-vc

cc Roy A. Klein
P. P. Whitmore

August 26, 1924.

Mr. Hugo Haff,
West Timber, Oregon.

Dear Sir:

In reply to your letter of the 25th inst. requesting information as to the surfacing of the Dalles-California Highway, please be advised that the Highway Commission awarded a contract to R. W. Stevenson of Mt. Vernon, Washington for the surfacing of Unit No. 1, Dufur-White River Section and awarded a contract to Lyons & Price of Arlington, Oregon, for the surfacing of Unit No. 2 of the same section, aggregating a total of 19 miles of surfacing.

These contracts were awarded on May 28th and are now under way.

Between Tygh Valley and the Deschutes County Line there is a considerable mileage of the highway in connection with which surfacing has not yet been contracted. We anticipate that bids will be called on various sections of this unfinished portion this fall probably toward the last of October. It will be well for you to watch the papers for further information. All of the Portland newspapers give considerable publicity to matters pertaining to the Highway Department.

If you will write us again later on in the season we may be able to give you more definite information.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

RECEIVED
AUG 26 1924
STATE HIGHWAY COMMISSION

West Linn Ore
Aug 25 - 1924

State Highway Commissioner
Salem Ore.

Dear Sir. Im writing you. for a little information. Has the contract been let for gravling or Crushrocking on the Salem. California Highway. if so who has the contract. the reason Im writing to I wish to get a job hauling.

Please write me the particulars regarding this. when its going to be let this fall or in the spring. I appreciate your favors

I Am Yours Truly
Hugo Neff
West Linn
Ore.

pg 102 Q

August 25, 1924.

The Aetna Casualty & Surety Company,
Bates, Lively & Pearsons, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

Please be advised that it is the intention of the State Highway Commission to make semi-final payment to Greenwood & Dunn on contract No. 704, Fifth Grade-Dufur Section of The Dalles-California Highway in Wasco County.

This payment will be made on or after September 4th, 1924.

Very truly yours,

R.M.A. Kleiber,
State Highway Engineer,

By

H. B. Glairyer,
Chief Clerk.

Note by J. McFarland.

J-23

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Job Name Grading Tygh Grade Dufur Surfacing Unit I - Dufur-White River

Highway The Dalles - Calif

County Wasco Job Prefix 33PO 33PT

Date Aug 16, 1934

Week from Aug 10 to 16

Mail Address Dufur

Telegraph or Telephone Address

Express and Freight Address

VOTED A.K.

VOTED A.K.

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

All work under Grading contract Complete this week

Surfacing progress very slow - 580 Cu Yds base Course material on the road and some filler + maintenance material

(See back of this sheet for instructions and detailed information.)

Signed P P Whitmore

Title Res Eng

Dist. by J.W. DeSouza : 7
cc. C. W. Wanser

Office Engineer.

GRADING CONSTRUCTION

Total miles of grading on project 9.87

Miles completed 9.87

Miles completed except finishing

Miles covered by contractor's forces

Miles cross-sectioned 9.87

Miles cross-sections completed and checked 9.87

Miles to be remeasured

Number men in Engineering Party 4

Contractor's average force for week 12 men,

14 teams, steam shovels

Grading work will be completed about Aug 15, 1924

ROCK OR GRAVEL SURFACING

Total miles surfacing on project

Miles completed

Miles partially done

Average daily yardage placed this week

Average daily yardage necessary to complete on time

Contractor's average force for week men,

teams, trucks

Percentage of total required yardage now in place

Surfacing will be completed about

Number men in Engineering Party

SURVEYS

Total mileage of section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project

Miles paving completed

Average daily sq. yds. this week

Miles shoulders completed both sides

Contractor's average force for week men,

teams, trucks

Percentage of total required yardage now in place

Job will be completed about

Number men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job 33P0 Percentage 65

Other jobs 33PT Percentage 35

Other jobs Percentage

Other jobs Percentage

Dist. by J.W. DeJouna & T
cc. C. W. Wanser

Office Engineer.

Oregon Federal Aid Project No. 102, Section A.

7-22-24

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on March 10, 1924, by the State Highway Commission of Oregon, and on March 27, 1924, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 102, Section A; and

WHEREAS, the said State Highway Commission has requested approval for a revision of the plans, specifications and estimates approved for said Section A of said project to provide for the construction of a stone surface over the entire length of the project, and by reason thereof has requested that the estimate of cost approved for said Section A be increased from $95,157.15 to $148,212.90, and that the Federal funds approved and set aside to the credit of said Section A be increased from $58,175.96 to $90,612.52:

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the plans, specifications and estimates approved for said Section A of said project be revised in the manner above recited, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates and the sum of ninety thousand, six hundred twelve and 52/100 dollars ($90,612.52) as the share of the United States payable under said act on account of Section A of said project, which does not exceed 61.13673 per cent of the total estimated cost thereof."

Dict.by J.W.DeJouna : TY
cc. C. W. Wanzer

Office Engineer.

Article IV shall read:

> "Article IV. The United States prorata share of the cost of Section A of said project shall not in any event exceed (a) the said sum of ninety thousand, six hundred twelve and 52/100 dollars ($90,612.52), certified to the Secretary of the Treasury as above mentioned, being 61.13673 per cent of one hundred forty-eight thousand, two hundred twelve and 90/100 dollars ($148,212.90), the approved total estimated cost of Section A of said project, nor (b) the said per centum of the value of the labor and materials which shall have been actually put into the construction of Section A of said project in conformity to said plans and specifications."

The second paragraph of Article V shall read:

> "In no event shall payment or payments made by the United States be in excess of the legal limit per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon on the 26th day of June, 1924, and the Secretary of Agriculture on the 22nd day of July, 1924.

STATE HIGHWAY COMMISSION OF OREGON

By W. M. Duby
Chairman, State Highway Commission

By I. W. Vanduyn
Member, State Highway Commission

By W. H. Malone
Member, State Highway Commission

C. W. Marvin
Acting Secretary of Agriculture

Dict.by J.W.DeJouza : TV
cc. C. W. Wanser

Office Engineer.

...val of Plans, Specifications and
..., 1924, to cover Oregon ...ral Aid
...oject No. 102, Section A.)

Form No. PR. 8

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, as amended by "An Act making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," approved February 28, 1919, and by "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," approved November 9, 1921 (42 Stat., 212).)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between the north end of Federal Aid Project No. 89 in Section 10, T. 3 S., R. 13 E., and a point in the town of Dufur

locally known as the Tygh Grade-Dufur Section of The Dalles-California Highway, Wasco County, being Section A of Oregon Federal Aid Project No. 102 as approved by the Secretary of Agriculture on Dec. 17, 1925, and designated in the records of this Department as Project No. 102, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 148,212.90 (in addition to the $58,175.96 Section A of approved by Certificate of March 27, 1924) as the total estimated cost of said project, and the sum of $ 32,436.56/Section A of as the share of the United States, payable under said acts on account of such project, which does not exceed 61.15673 per cent of said total estimated cost.

Done in the District of Columbia, this 22nd day of July one thousand nine hundred and Twenty-four, as witness my hand and the seal of the Department of Agriculture.

C. W. Warner
ACTING *Secretary of Agriculture.*

GOVERNMENT PRINTING OFFICE 8—4819

Dict. by J.W.DeJonge : TV
cc. C. W. Wanser

Office Engineer.

July 15th, 1924

~~PRA~~
PR102-A

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Under separate cover, we are today sending you four blue print sets of plans covering standard structures to be substituted on the Tygh Grade-Dufur Section, Oregon Project No. 102 - A. The stations where these structures are to be substituted and the conditions necessitating changes are as follows:

Station 1088+50: The original plan was for a twelve-foot span timber bridge. The structure covered by the drawing sent you was substituted primarily for drainage purposes, the cattle pass feature being secondary.

Station 1124+11: The original plans called for a four foot by four foot concrete box, twenty-eight feet long. The change in the structure was made partially on account of drainage conditions and partially on account of cattle pass conditions.

Station 1158+75: No structure was originally contemplated at this point. The cattle pass was built primarily for cattle pass purposes.

Station 1197+15: The original plan called for fifty-two feet of 24-inch pipe. The change was made partially for drainage and partially for cattle pass purposes.

From the conditions it would appear to us that the structures at Stations 1088+50, 1124+11 and, ~~doubtfully~~ possibly, 1197+15, might be available for Federal Aid. In accordance with your previous rulings, we do not consider that the structure at 1158+75 is eligible for federal aid.

Will you kindly advise us regarding which of the structures you consider as being eligible for cooperation by your Bureau?

Very truly yours,

ROY A. KLEIN
State Highway Engineer.

By

Office Engineer.

Dict.by J.W.DeJouna : TV
cc. C. W. Wanser

OREGON STATE HIGHWAY COMMISSION

July 15th, 1924.

Mr. C. W. Wanser,
Division Engineer,
The Dalles,Oregon.

Dear Sir:

Herewith we are enclosing a copy of a letter written to the Bureau of Public Roads relative to the substitution of cattle passes on the Dufur-Tygh Grade Section, Federal Aid Project No. 102-A.

In order that we may properly prepare vouchers for the federal government, it will be necessary that the monthly field estimates set out separately the quantities on each of the separate structures.

Very truly yours,

ROY A. KLEIN
State Highway Engineer.

By

Office Engineer.

Dict. by J. W. DeSouza : TW

Enclosure.

...PORTLAND
...ALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

102 A

OREGON STATE HIGHWAY COMMISSION
SALEM

The Dalles, Oregon - July 9, 1924

Mr. R. A. Klein
State Highway Engineer Attention S. H. Probert
Salem, Oregon

Dear Sir:

Please refer to your letter of June 23 - File 102-A, wherein you request information regarding the substitution of culverts for cattle passes, on the Dufur-Tygh Grade section of The Dalles-California Highway in Wasco County.

In accord with your request, I have taken this matter up with Mr. Whitmore, who has supplied the information requested, also sketch of the same, as constructed.

The following four changes in the original plans have been made -

1 - Station 1297/15. Original plan was for 52 feet of 24 inch pipe. A 7'x8' rubble masonry and concrete structure was constructed.

2 - Station 1158/75. The same type structure was built for the purpose of stock pass only, as no other sturcture or pipe was contemplated, or in original plan.

3 - Station 1124/11. Original plan was for a 4'x4' concrete box 28' long, of 20 cubic yards Class "A" concrete, and 1894 pounds of reinforcing steel. A standard 7'x8' rubble masonry and concrete stock pass was constructed in its place.

4 - Station 1088/50. Original plan was for a 12foot span timber bridge. A 7'x8' rubble masonry and concrete cattle pass was constructed.

The plans in detail for each structure is shown on the attached sketch.

Yours very truly,

C. W. Wanzer,
Division Engineer.

by H. N. Hartwell
Office engineer

HNH-vc
encl.

June 23, 1924.

102-A

Mr. C. W. Wanzer,
Division Engineer,
The Dalles, Oregon.

Dear Sir:

We are in receipt of advice from the Bureau of Public Roads, to the effect that culverts have been substituted for pipes upon the Dufur-Tygh Grade Section, Federal Aid Project No. 102-A.

It will be necessary for us to furnish the Bureau with plans for these structures and we would request that you advise us of the locations and types of structures which have been substituted for pipe, or which are entirely new locations, in order that the necessary plans may be submitted to the Bureau.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

Dict. by J. W. DeSouza : TW

TOR 1022a

June 20, 1924.

Fidelity & Deposit Company of Maryland,
c/o Hansen & Rowland, Inc.,
District Agents,
Tacoma Building,
Tacoma, Washington.

Attention Mr. L. A. Widells.

Gentlemen:

In reply to your letter of the 17th inst. stating that you have been informed that Mr. Stevenson had not yet received his copy of the contract which was awarded to him by the State Highway Commission for the surfacing of Unit No. 1, Dufur-White River Section of The Dalles-California Highway, please be advised that Mr. Stevenson's copy was mailed to him on the 17th inst. and should be in his hands at the present time.

In the event that he has not secured his copy kindly advise us.

Very truly yours,

ROY A. KREIN,
State Highway Engineer.

By

M. B. Gleisyer,
Chief Clerk.

HBG:LM

FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

FIDELITY *and* SURETY BONDS *and* BURGLARY INSURANCE

Tacoma Building
TACOMA, WASH.

HANSEN & ROWLAND, INC.
District Agents
PHONE MAIN 393

RECEIVED JUN 20 1924

Tacoma, Wash., June 17, 1924.

State Highway Commission,
Salem, Oregon.

Gentlemen:

RE: BOND #32320 - R. W. STEVENSON - CONTRACT
STATE OF OREGON - CONT. FOR SURF. DALLES-CALIF.
H/W - DUFUR-WHITE RIVER SECTION.

We are informed that Mr. Stevenson has not yet received his copy of the above contract, and are wondering if the papers are in order as filed and when he may expect same. Thanking you in advance for an early reply, we remain

Very truly yours,

HANSEN & ROWLAND, Inc.,

By L. A. Willett

LW.

ANSWERED
H.B.G

June 9th, 1924. PR 102A

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for ~~project~~ modified agreement on the Dufur-Tygh Valley Section, Federal Aid Project No. 102 A.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
Office Engineer

Dict. by J. W. DeSouza : TW

Enclosure.

OREGON STATE HIGHWAY DEPARTMENT — PROJECT NO. 102 A.

TYPE GRADE-ESTER SECTION OF THE DALLES-CALIFORNIA HIGHWAY IN WASCO COUNTY

(Estimate as basis for modified agreement to include surfacing. Based on contract prices).

Salem, Oregon, June 9, 1924.

GRADING				
All Required		Clearing and Grubbing		1,250.00
75,000	cu.yds.	Common Excavation	.37	27,750.00
35,000	"	Solid Rock "	1.15	40,250.00
18,500	sta.yds.	Overhaul	.05	925.00
2,170	lin.ft.	12" Corr. Galv. Iron Pipe	1.25	2,712.50
840	"	18" " " " "	2.35	1,974.00
270	"	24" " " " "	3.00	810.00
40	"	36" " " " "	5.00	200.00
20	cu.yds.	Class "A" Concrete	30.00	600.00
35	"	Class "B" Concrete	30.00	1,050.00
95	"	Class "C" Concrete	25.00	2,375.00
1,900	lbs.	Metal Reinforcement	.15	285.00
680	cu.yds.	Rip Rap	3.00	1,980.00
52.5	M FBM	Lumber and Timber	82.00	4,305.00
SURFACING. UNIT 1.				
8,000	cu.yds.	Base Course Broken Stone Surfacing	1.60	12,800.00
8,000	"	Top " " " "	2.20	17,600.00
6,600	"	Filler	.30	1,980.00
6,400	yd.mi.	Filler Haul	.55	3,520.00
SURFACING. UNIT 2.				
2,450	cu.yds.	Base Course Broken Stone Surfacing	2.28	5,586.00
2,450	"	Top " " " "	2.38	5,831.00
1,675	"	Filler	.30	502.50
2,150	yd.mi.	Filler Haul	.22	473.00
		Sub-total		$ 134,739.00
		10% Engr.& Cont.		13,473.90
		Total		$ 148,212.90

Length of project - 4.63 Miles
Cost per mile - 15,077.60

State funds available 57,600.38
Federal Aid Requested 90,612.52

Federal Aid Recommended

09102a

ESTIMATED COST OF WORK TO BE PERFORMED BY STATE FORCES ON THE DUFUR-WHITE RIVER SECTION OF THE DALLES-CALIFORNIA HIGHWAY.

UNIT 1

16000 Cubic Yds. crushed Rock, Preparation of Sub Grade, Hauling, Spreading & Processing	@	.83⅓¢	$13360.00
6400 Cubic Yds. Filler, Stripping & Trapping	@	.60¢	3840.00
6400 Yd. Miles Filler Haul	@	.22¢	1408.00
			$18608.00

UNIT 2

24000 Cubic Yds. crushed rock, Preparation of Sub Grade, Hauling, Spreading & Processing	@	1.05⅓	$ 24648.00
8200 Cubic Yds. Filler, Stripping & Trapping	@	.60	4920.00
10500 Yd. Miles Filler Haul	@	.22	2310.00
			$ 32070.00

Office of Assistant Engineer,
Salem, Oregon - 5-24-24.

WF:MC

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS.
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.-----

POST OFFICE BUILDING,
PORTLAND, OREG.

April 14, 1924.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The project agreement and certificate have been executed covering Oregon Federal Aid project 102-A, Tygh Grade-Dufur section of The Dalles-California Highway. We enclose an original copy each of the agreement and certificate for your files.

Yours very truly,
C. H. PURCELL, District Engineer,

By T. H. Davis
Acting

NOTED
R.A.K.

Form P. R. 2

State ..... Oregon .....

Project No. 102, Section A.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

AMENDED FEBRUARY 28, 1919

AND

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

WASHINGTON
GOVERNMENT PRINTING OFFICE
1922

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 10th day of March, 1924

by and between the State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended by act approved February 28, 1919 (40 Stat., 1189), entitled "An Act Making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," and by Act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes":

Whereas the Highway Department of said State submitted on the 25th day of October, 1923, a project statement, which was approved by the Secretary on the 17th day of December, 1923, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 17th day of December, 1923, and approved by the Secretary on the 27th day of March, 1924; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of fifty-eight thousand, one hundred seventy-five and 96/100 dollars ($58,175.96) as the share of the United States payable under said act on account of said project, which does not exceed 61.13673 per cent of the total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

Section A of

Section A of

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT.

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State from sale of bonds authorized by Legislature under Chapter 175, Laws of 1917, and Chapter 51, Laws of 1920 (Include amount, date, and citation of act of legislature by which authorized.)

*(b) By the count..... of ..... (Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

such funds having been placed under the direct control of the Highway Department by ..... (State how placed under direct control of Highway Department.)

*(c) By the count..... of ..... (Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

*(d) .....

ROAD EMBRACED IN PROJECT.

ARTICLE II. This agreement covers the following road as described in detail in said surveys, plans, and specifications:

Between the north end of Federal Aid Project No. 89 in Section 10, T. 3S., R. 13 E., and a point in the town of Dufur terminal points, a distance of 9.83 miles, known locally as the Tygh Grade-Dufur Section of The Dalles-California Highway, Wasco County, being Section A of Oregon Federal Aid Project No. 102 as approved by the Secretary of Agriculture on December 17, 1923.

CHARACTER AND METHOD OF CONSTRUCTION.

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.

(*b*) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

(c) The Highway Department hereby agrees that it will later submit plans, specifications, and estimates and enter into project agreements to cover the remaining mileage of said Oregon Federal Aid Project No. 102 as approved by the Secretary of Agriculture on December 17, 1923.

(d) The Highway Department hereby agrees that within three years after the completion of the improvement contemplated under this agreement it will construct or cause to be constructed a new bridge over Fifteen Mile Creek in the town of Dufur, in accordance with plans and specifications approved by the Secretary or his authorized agents.

(e) The Highway Department hereby agrees that immediately upon completion of the improvement contemplated under this agreement it will use every means at its command to place, or to have placed, upon the road embraced in this project such surfacing as will adequately meet the existing and probable future traffic needs and conditions thereon.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT.

ARTICLE IV. The United States pro rata share of the cost of Section A of said project shall not in any event exceed

(*a*) the said sum of **fifty-eight thousand, one hundred seventy-five and 96/100**

dollars, certified to the Secretary of the Treasury as above mentioned, being **61.13673**

per cent of **ninety-five thousand, one hundred fifty-seven and 15/100**

Section A of

dollars, the approved total estimated cost of said project, nor (*b*) the said per centum of the value of the labor and materials which shall have been actually put into the construction of Section A of said project in conformity to said plans and specifications.

PAYMENTS.

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of the said certified sum, or so much thereof as may be due under the terms hereof, to .....

STRICKEN OUT

.....
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the ..... (State or county.) of ..... (Name.)

(Strike out if not appropriate.)

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to .....

the State Treasurer

.....
(Official or depository.)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State (State or county.) of Oregon (Name.)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $ 19,859.44 per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT.

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Resolution of August 7, 1917, under (Include reference to statute authorizing Chapter 237, Laws of 1917

.....
funds and probable amount annually available.)

.....

.....

.....

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth surfaced highway.

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the .....;
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: .....
(Include reference to statute authorising .....
funds, probable amount annually available, and how will be placed under direct control of Highway Department.) .....

*(*b*) By the .....;
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .....
(Include reference to statute authorising .....
funds and probable amount annually available.) .....

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: .....
.....
.....

*(Strike out if not appropriate.)

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 27th day of March, 1924.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department.)

By Walter Duby
Chairman, State Highway Commission
(Title of officer.)

By .....
Member, State Highway Commission
(Title of officer.)

By W H Malone
Member, State Highway Commission
(Title of officer.)

[SEAL.]

By .....
(Title of officer.)

By .....
(Title of officer.)

Howard M. Gore
ACTING Secretary of Agriculture.

[SEAL.]

AB

Form No. FR. 5

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(*Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, as amended by "An Act making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," approved February 28, 1919, and by "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," approved November 9, 1921 (42 Stat., 212).*)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF ..... Oregon .....

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of ..... Oregon .....

for the construction of a rural post road between ....the north end of Federal Aid Project No. 89 in Section 10, T. 5 S., R. 13 E., and a point in the town of Dufur .....

..... locally known as ....the Tygh Grade-Dufur Section of The Dalles-California Highway, Wasco County, being Section A of Oregon Federal Aid Project No. 102 as approved by the Secretary of Agriculture on Dec. 17, 1925 and designated in the records of this Department as Section A of Project No. 102, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 96,157.15 as the total estimated cost of Section A of said project, and the sum of $ 58,175.96 as the share of the United States, payable under said acts on account of Section A of such project, which does not exceed 61.13673 per cent of said total estimated cost.

Done in the District of Columbia, this 27th day of March one thousand nine hundred and Twenty-four, as witness my hand and the seal of the Department of Agriculture.

Howard M. Gore.
ACTING *Secretary of Agriculture.*

GOVERNMENT PRINTING OFFICE 5—4826

OREGON STATE HIGHWAY COMMISSION

The Dalles, Oregon - March 28, 1924

P.R. 102-A

Mr. R. A. Klein
State Highway Engineer
Salem, Oregon

Attention Mr. S. H. Probert

Dear Sir:

Please refer to your letter of December 24, 1923, in connection with Culvert Pipe list, Dufur-Tygh Grade Section of The Dalles-California Highway in Wasco County.

Mr. P. P. Whitmore has just furnished me with the information requested, a copy of which I am enclosing herewith, also copy of his letter to me.

Yours very truly,

C. W. Wanzer,
Division Engineer.

By H N Hackett
Office Engineer.

Encl.
HNH-vc

Dufur, Oregon - March 27, 1924

Mr. C. W. Wanxer,
Division Engineer,
The Dalles, Oregon.

Dear Sir:

Herewith is list of culvert pipe showing dimentions and detail location between sta. 1385 and 1500 of the Tygh Grade-Dufur Section of The Dalles-California Highway.

For the other portion of this section of highway the list will be approximately as shown by the profile.

(Signed)

P. P. Whitmore

PG 1022

Feet of Culvert Pipe

	12"	18"	24"
✓ 1483 +50	36		
✓ 1474 +25	42		
✓ 1467 +50	42		
✓ 1461 +65		44	
✓ 1456 +44			84
✓ 1449 +62			66
✓ 1444 +40		44	
✓ 1443 +40	44		
✓ 1441 +00	32		
✓ 1432 +40	52		
✓ 1421 +00		36	
✓ 1411 +00	32		
✓ 1401 +00		110	
✓ 1397 +50	54		
✓ 1392 +50	52		
✓ 1386 +00	90		

Typh grade Dufur section The Dalles-Calif Hwy
Sta 1500 to 1385

12" " " " 0.8'
18" " " " 1.5'
24" " " " 1.9'

54' in - Replaced and Extended 56'
20' " " " " 34'
20' " " " " 32'

To RR

OG-102a

March 4, 1924.

Mr. C. W. Wanser,
Division Engineer,
The Dalles, Oregon.

Dear Sir:

For your information, I am sending you herewith a copy of Public Service Commission Order No. 1058, covering the construction of a grade crossing across the tracks of the Great Southern Railroad at engineer's station 1433 plus 77 on the Dufur-Tygh Grade Section of The Dalles-California Highway in Wasco County.

Very truly yours,

State Highway Engineer.

RAK:HI

P.S.C.OR. ORDER NO. 1058

BEFORE THE PUBLIC SERVICE COMMISSION OF OREGON

In the matter of the application of the State of Oregon, through its State Highway Commission, for an order permitting and authorizing a change in the location of a grade crossing over the Great Southern Railroad in Wasco County.) F-1179

C R D E R

Application of the Oregon State Highway Commission for an order permitting and authorizing a change in the location of a grade crossing over the Great Southern Railroad in Wasco County, Oregon.

Copies of said petition were served on the County Court of Wasco County, Oregon, and Great Southern Railroad Company. No answers having been filed to said petition, after due and legal notice to all parties interested, said matter came on for hearing before the Commission on Friday, the 28th day of February, 1924, at the hour of 2:00 P.M., at the Court House, The Dalles, Wasco County, Oregon.

PRESENT: Thos. K. Campbell, Commissioner.

APPEARANCES: For Applicant, Oregon State Highway Commission, J. M. Devers, Assistant to the Attorney General, Salem, Oregon.

For Wasco County, Oregon, J. T. Ackisson, County Judge, Wasco County, The Dalles, Oregon,

No appearance was entered on behalf of the Great Southern Railroad, although an acknowledgement of service of notice appears in the files of the Commission.

This matter is before the Commission on the application of the Oregon State Highway Commission for an order authorizing and permitting the elimination and abandonment of a a grade crossing located approximately one and a half miles south of the town of Dufur, Wasco County, Oregon, and in lieu thereof, the construction and maintenance of a crossing at

grade over and across the tracks of the Great Southern Railroad, at a point approximately 1200 feet southerly of the present grade crossing, at Highway Station 1433 plus 77, Wasco County, Oregon, on the grounds of public necessity, safety and convenience.

The applicant proved by clear and satisfactory evidence the allegations contained in its complaint, which said evidence was corroborated by the investigations of the Commission, and there being no objection to the granting of said application, the Commission being duly advised in the premises, makes the following

F I N D I N G S

1. That the subject matter and parties herein are under the jurisdiction of this Commission;

2. That the application of the State of Oregon, through its State Highway Commission, for an order permitting and authorizing construction and maintenance of a crossing at grade over and across the tracks of the Great Southern Railroad, at Highway Station 1433 plus 77, in lieu of the present existing crossing situated approximately 1200 feet northerly thereof, on the grounds of public necessity, safety and convenience;

3. That said proposed crossing should be constructed and maintained in accordance with the usual Highway Commission standard, and shall be equipped with standard crossing signs and advance warning signs; in accordance with specifications set out in blue print on file herein and by this reference made a part hereof;

4. That immediately upon the completion and dedication of said proposed grade crossing to public use, said present existing grade crossing, situated approximately 1200 feet northerly of said proposed crossing shall be abandoned, vacated and closed to public use;

5. That the cost of the construction and maintenance of said proposed crossing shall be borne by the Oregon State Highway Commission, save and except that portion thereof between the rails and for a distance of eighteen inches on either side thereof, which said portion shall be borne by the Railroad Company;

6. That granting of this application shall be conditioned upon the elimination, abandonment and vacation of the

present existing grade crossing upon the completion and dedication of the propœed grade crossing.

O R D E R

THEREFORE, IT IS HEREBY ORDERED, that the application of the State of Oregon, through its State Highway Commission, for an order permitting and authorizing the construction and maintenance of a crossing at grade over and across the tracks of the Great Southern Railroad, at Highway Station 1433 plus 77, in lieu of the present existing crossing situated approximately 1200 feet northerly thereof, be and it hereby is granted in accordance with the terms and conditions set out in the findings herein, which said findings are, by this reference, made a part hereof, AND IT IS SO ORDERED.

Dated at Salem, Oregon, this 3rd day of March, 1924.

PUBLIC SERVICE COMMISSION OF OREGON,

By H. H. Corey,

Newton McCoy,

Thos. K. Campbell,

Commissioners.

ATTEST:

Edward Ostrander,

Secretary.

February 13, 1924.

Bureau of Public Roads,
New Post Office Building
Portland, Oregon.

PR 102 A

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for project agreement on the Tygh Grade-Dufur Section, Project 102 A.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

(Dict. by J. W. DeSouza / TW)

Enclosure.

OREGON STATE HIGHWAY DEPARTMENT — PROJECT NO. 102 - A.

TYGH GRADE-DUFUR SECTION OF THE DALLES-CALIFORNIA HIGHWAY IN WASCO COUNTY

(Estimate as basis for project agreement. Based on contract prices.)

Salem, Oregon, February 9, 1924.

All Required		Clearing and Grubbing		1,250.00
75,000	cu.yds.	Common Excavation	.37	27,750.00
35,000	cu.yds.	Solid Rock "	1.15	40,250.00
18,500	sta.yds.	Overhaul	.05	925.00
2,170	lin.ft.	12" Corr.Galv.Iron Pipe	1.25	2,712.50
840	lin.ft.	18" " " " "	2.35	1,974.00
270	lin.ft.	24" " " " "	3.00	810.00
40	lin.ft.	36" " " " "	6.00	240.00
20	cu.yds.	Class "A" Concrete	30.00	600.00
36	cu.yds.	Class "B" Concrete	30.00	1,080.00
95	cu.yds.	Class "C" Concrete	25.00	2,375.00
1,900	lbs.	Metal reinforcement	.15	285.00
650	cu.yds.	Rip Rap	3.00	1,950.00
52.5	M-FBM	Lumber and Timber	82.00	4,305.00
		Sub-total		86,506.50
		10% Engr.& Cont.		8,650.65
		Total		95,157.15

Length of Project, 9.83 miles.
Cost per mile, $9,680.27

State Funds available	36,981.19
Federal Aid Requested	58,175.96
	95,157.15

Federal Aid Recommended---------(61.13673%)

DR
#102A

January 25, 1924.

Mr. C. W. Ebaser,
Division Engineer,
The Dalles, Oregon.

Dear Sir:

Supplementing our letter of January 19th, requesting that you submit information pertaining to the grade crossing on The Dalles-California Highway South of Dufur, we wish to suggest that the map to be submitted show any existing grade crossings that it will be possible to close if the new grade crossing is constructed.

It would be desirable, also, if the topography of the territory immediately adjacent to the crossing could be indicated upon the map by means of contours, and if the locations of any buildings , timber or other features that might obstruct the view, or otherwise affect the safety of the crossing, could be shown.

The purpose of the above information is to enable us to secure the most favorable order from the Public Service Commission, and also to enable us, if possible, to claim cooperation in the cost by the railroad company.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

SHP:TW

January 19, 1924.

Mr. C. W. Wanzer,
Division Engineer,
The Dalles, Oregon.

Dear Sir:

Reference is made to your letter of January 18th, in regard to the grade crossing South of Dufur, on The Dalles-California Highway.

No steps have been as yet taken to obtain authority to construct this grade crossing, and before same can be constructed, it will be necessary for us to make application for same to the Public Service Commission. Before this matter comes up for hearing, it will be necessary for us to have complete maps, profiles and cross sections of both the highway and railroad for a distance of five hundred to a thousand feet on each side of the crossing. An instrument tie must be made between the Highway and some known point on the railroad alignment. Such, for instance, as a bridge end or head-block. The cross sections for the highway should extend to and across the railroad, for that portion of the highway which is within or partly within the railroad right - of-way.

Please submit this information as soon as you conveniently can.

It probably will not be advisable to construct the highway within a few hundred feet on either side of the crossing, as the Public Service Commission may order the crossing to be made at a flatter angle than it is now located.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Office Engineer.

SHP:TW

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

JAN 19 1924

OREGON STATE HIGHWAY COMMISSION

SALEM

The Dalles, Oregon - January 18, 1924

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Will you kindly inform me as to whether it will be necessary for us to get an order from the Public Service Commission for the grade crossing on The Dalles-California Highway where the same crosses the Great Southern Railroad, just south of Dufur.

I do not know whether this matter has been taken up and whether it will be necessary.

If this right to cross the Great Southern Railroad has not been procured, kindly advise and I will have a sketch map, showing the proposed crossing, made and forwarded to you immediately.

Yours very truly,

C. W. Wanzer

C. W. Wanzer,
Division Engineer.

CWW-vc

ANSWERED
S. H. Probert

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

STATE HIGHWAY COMMISSION
SALEM

JAN 30 1924

...s, Oregon - January 26, 1924

...n,
...Engineer,

P.R 10 x A

REFERRED TO
S. H. E.
BY R. A. K.

I am sending under separate cover the ...e proposed revision line just out of Dufur-Tygh Grade Section of The Dalles-...ghway, along the lines suggested by the ...lic Roads.

This proposed change can be made and will better the alignment and shorten the distance. It can be constructed at no extra expense than what the original alignment would have cost as far as construction work is concerned. In fact will cost a trifle less.

The new right of way will be an extra cost to the county, but I have been able to provail upon them to acquire the same, at no extra cost to us, andfor your information will advise that they have practically secured the right of way at the present time with the exception of one lot upon which condemnation proceedings have commenced.

Estimates and cross-sections of the new alignment will be sent to your office later. Contractors are now working on the revised line.

Kindly have two blue prints made of this revised line as soon as convenient, sending one copy to P. P. Whitmore at Dufur and the other to this office, and oblige

Yours very truly,

C. W. Wanzer

C. W. Wanzer,
Division Engineer.

CWW-vc

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

The Dalles, Oregon - January 26, 1924

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

P.R 10 x A

REFERRED TO
S. H. E.
BY R. A. K.

Dear Sir:

I am sending under separate cover the tracing of the proposed revision line just out of Dufur on The Dufur-Tygh Grade Section of The Dalles-California Highway, along the lines suggested by the Bureau of Public Roads.

This proposed change can be made and will better the alignment and shorten the distance. It can be constructed at no extra expense than what the original alignment would have cost as far as construction work is concerned. In fact will cost a trifle less.

The new right of way will be an extra cost to the county, but I have been able to provail upon them to acquire the same, at no extra cost to us, andfor your information will advise that they have practically secured the right of way at the present time with the exception of one lot upon which condemnation proceedings have commenced.

Estimates and cross-sections of the new alignment will be sent to your office later. Contractors are now working on the revised line.

Kindly have two blue prints made of this revised line as soon as convenient, sending one copy to P. P. Whitmore at Dufur and the other to this office, and oblige

Yours very truly,

C. W. Wanzer

C. W. Wanzer,
Division Engineer.

CWW-VC

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS.
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.....

December 24, 1923.

POST OFFICE BUILDING,
PORTLAND, OREG.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The plans submitted for Oregon 102-A, Tygh Grade-Dufur section, show no pipes or other culverts from Station 1385 to 1500. A field inspection indicates that a very considerable amount of pipe will be necessary between these stations. The necessary culverts should be shown on the plans and included in the estimate before we can forward plans and estimate from this office. This matter was discussed with your Division Engineer at the time, so that he probably has the necessary data by this time.

We would like, also, to have you advise us as to what steps have been taken toward making the proposed line change at Dufur which Mr. McKesson discussed with you and Mr. Wanzer at the Commission meeting on November 26th. It is our understanding that this change will be made if possible, but it should be fully cleared up before we submit the plans, so that it may be covered in our report.

Yours very truly,

C. H. Purcell,
District Engineer.

MEMO

December 26th, 1923.

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

PR 102-A

Gentlemen:

Reference is made to your letter of the 24th instant, relative to the plans for the Tygh Grade-Dufur Section, Federal Aid Project No. 102-A.

In looking over the plans, we note that while no detail culvert pipes are shown between Stations 1385 and 1500, the quantities are included in the summary. This is occasioned by the fact that they were not shown in detail on the location profile, and the discrepancy was not noted in making up the plans.

We are today writing to Mr. Wanzer and upon receipt of advice from him, we will send you a statement as to the size and lengths used at the various drainage points.

With reference to the last paragraph of your letter, we wish to advise that the Department is in favor of the proposed line change at Dufur, if it proves to be feasible upon further examination. It is our present intention to have the Resident Engineer make the required surveys and investigations prior to construction.

We regret that we are unable to definitely clear up this matter at the present time, but we assure you that the change will be made unless there is some valid objections which renders it inadvisable.

Very truly yours,

ROY A. KLEIN
State Highway Engineer,

By

Office Engineer.

(Dict. by J. W. DeSouza / TW)

December 24th, 1923.

Mr. C. W. Wanzer,
Division Engineer,
The Dalles, Oregon.

FH 102 - A

Dear Sir:

We are today in receipt of a letter from the Bureau of Public Roads relative to the Tygh Grade - Dufur Section, Federal Aid Project No. 102 - A. The Bureau states that they discussed with you the matter of culvert pipes between Stations 1385 and 1500. Upon examination of the location profile it is noted that certain quantities of pipe were included in the summary but no detail locations were shown between the stations mentioned.

We would appreciate having you send us a list showing the pipes to be used at the various points between these limits, in order that we may supply the Bureau with the necessary information.

In their letter they also refer to the matter of a proposed change in the line in the vicinity of Dufur. We are today advising them that investigations will be made by the Resident Engineer, and that the change will be adopted unless some valid objection developes during the course of the investigation.

Very truly yours,

ROY A. KLEIN
State Highway Engineer,

By

Office Engineer.

Dict. by J. W. DeSouza / TW

Form No. 39—22292—6M—8-23

OREGON STATE HIGHWAY DEPARTMENT

39:12a

FIELD ENGINEER'S WEEKLY REPORT

Mostly - Zero to 20° above - Snow

Date ..., 1934

Job Name Grading Tupl. Rock-Surf.

Week from Dec 31st to Jan 5th

Mail Address Canyon

Highway Baker-Cody

Telegraph or Telephone Address Baker Hotel

County Baker Job Prefix 33 PC

Express and Freight Address Canyon Ore

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Left Mr. Mennemeier Dec 28th & drove to Ford to The Dalles Ordnance Engineering outfit & equipment, instruments etc and personal effects. Left at The Dalles Dec 29th & 30th for instructions etc. Came on to Canyon Dec 31st and arranged for quarters & office & moved into them. Received plans & profile of work Jan 2nd and went over first 3½ miles of work with Contr Jan 4th. Contr's horses (26 head) and tools came in Jan 4th. Made list of cement pipe and sent partial list to Contr to order for shipment.

(See back of this sheet for instructions and detailed information.)

Signed P P Whitmore

Title Res Eng

GRADING CONSTRUCTION

Total miles of grading on project 3.87

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party 1

Contractor's average force for week 1 men,

..... teams, ... steam shovels

Grading work will be completed about July 31, 1924

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job 33 PO Percentage 100

Other jobs ..... Percentage .....

Other jobs ..... Percentage .....

Other jobs ..... Percentage .....

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

The Dalles, Oregon November 23, 1923

P.R. 107-A

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Enclosed herewith Estimate of Cost for Grading Tygh Grade-Dufur Section of The Dalles-California Highway in Wasco County, for comparison of bids.

Yours respectfully,

C. W. WANZER,
Division Engineer.

By H. N. Hewitt
Office Engineer.

Encl.
HNH-vc

RECEIVED
NOV 24 1923

STATE OF OREGON
HIGHWAY DEPARTMENT

QUANTITY SHEET

ENGINEER'S ESTIMATE OF COST FOR — November 23, 1923
Grading Tygh Grade-Dufur Section of The Dalles-California Highway in Wasco County for comparison of Bids — November 26, 1923

Clearing and Grubbing	Lump Sum					$ 200.00
75,000 Cubic Yards	Common Excavation			@ $ .30		22,500.00
35,000 "	" Solid Rock Excavation			1.30		45,500.00
18,500 Station	" Overhaul			.05		925.00
2,170 Lineal Feet	12" Plain Concrete Pipe			1.75		3,797.50
840 "	" 18" Refnforced Concrete Pipe			3.50		2,940.00
270 "	" 24" " " "			5.50		1,485.00
40 "	" 36" " " "			7.00		280.00
2,170 "	" 12" Corrugated Galvanized Iron Pipe			1.50	Alternate	
840 "	" 18" " " " "			2.75	"	
270 "	" 24" " " " "			3.75	"	
40 "	" 36" " " " "			5.00	"	
20 Cubic Yards	Class "A" Concrete			30.00		600.00
36 "	" "B" "			30.00		1,080.00
95 "	" "C" "			28.00		2,660.00
1,900 Pounds	Metal Reinforcement			.10		190.00
650 Cubic Yards	Rip Rap			3.50		2,275.00
52 Feet Board Measure	Lumber and Timber			55.00		2,860.00
			NET TOTAL COST			$ 87,292.50

RECEIVED
NOV 24 1923

1022

November 19th, 1923.

TO ALL BIDDERS ON THE TYON GRADE - ZAPUR SECTION:

Contrary to the proposal sent you for this project, bids on the item of "Wood Guard Fence" are not required, and will not be considered in making award of the contract.

Yours very truly,

ROY A. KLEIN
State Highway Engineer.

JWB:TW

November 15th, 1923.

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

File PR 102-A

Gentlemen:

Herewith we are enclosing four copies of estimates on the Tygh Grade-Dufur Section, Oregon Project No. 102-A.

Four blue print sets of plans andone original set of cross sections are today going forward to you under separate cover. After your inspection of the plans, if you will kindly return this original set of cross sections to us, we will be very pleased to have blue print copies made for you of such sheets as you may desire for your permanent files.

Very truly yours,

ROY A. KLEIN
State Highway Engineer.

By

Office Engineer.

(Dict. by J. W. DeSouza / TW)

Enclosure.

OREGON STATE HIGHWAY DEPARTMENT — PROJECT NO 102-A

TYGH GRADE-DUFUR SECTION OF THE DALLES - CALIFORNIA HIGHWAY IN WASCO COUNTY, OREGON.

(Estimate with plans. Not as basis for Project Agreement.)

Salem, Oregon, November 7,1923.

All Required		Clearing and Grubbing		200.00
75,000	cu.yds.	Common Excavation	.25	19,500.00
35,000	cu.yds.	Solid Rock "	.90	31,500.00
18,500	stn.yds.	Overhaul	.05	925.00
2,170	lin.ft.	12" Culvert Pipe	1.60	3,472.00
840	lin.ft.	18" Culvert Pipe	2.35	1,974.00
270	lin.ft.	24" " "	3.15	850.50
40	lin.ft.	36" " "	4.75	190.00
20	cu.yds.	Class "A" Concrete	35.00	700.00
36	cu.yds.	Class "B" Concrete	32.50	1,170.00
95	cu.yds.	Class "C" Concrete	30.002	2,850.00
1,900	lbs.	Metal Reinforcement	.10	190.00
650	cu.yds.	RipRap	3.50	2,275.00
8,860	lin.ft.	Wood Guard Fence	1.00	8,860.00
52.5	M-FBM	Lumber and Timber	70.00	3,675.00
		Sub-total		78,331.50
		10% Engr. & Cont.		7,833.15
				86,164.65

Length of Project 9.87 miles.
Cost per mile 8,729.95

State Funds Available 76,164.65
Federal Aid Requested 10,000.00
86,164.65

Federal Aid Recommended----------

CONTRACT #707

SEE:

CONTRACT #647

29

707 SEE: Contract 647

STATE OF OREGON

MICROFILMED PUBLIC RECORD

(In accordance with the provisions of ORS 192.040 through 192.070)

Name of Agency: Oregon Dept. of Transportation

Title of Record Series: Construction Contracts

Arrangement of Records: By Contract number

Index:

INDEXING: Begins with: Contract 605 Ends with: Contract #707, SEE: Contract #647

FLASH CARDS: Begins every new Contract

Remarks:

Reel No. 4 Reduction Ratio 21:1 Project No.

Camera: Name Bell & Howell Model File Master Film MD 5 16mm

CAMERA OPERATOR'S CERTIFICATE

Certification: I hereby certify that I have on this 3 day of March, 19 80 photographed the documents appearing on this roll of film, that they are true copies of documents, found in the record file described above, and that the integrity of the above described record file has been maintained on the film by microfilming each document in the exact order in which it was found in the file - with the exception, if any, of documents omitted because of technical difficulties and/or by error, as indicated on the film in the cross-reference notes or retake certificate.

I hereby further certify that the microfilm on which these documents are recorded was procured as permanent film of the slow burning cellulose ester or polyester type known as safety photographic film, conforming to applicable standards of the American National Standards Institute; and that the processing conforms to the standards for permanent film; and that samples of film processed by this service are periodically tested.

Signature Scott Rhodes